


भारत का राजपत्र
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| सं. 32] | नई दिल्ली, जुलाई 31—अगस्त 6, 2016, शनिवार/श्रावण 9—श्रावण 15, 1938 |
| No. 32] | NEW DELHI, JULY 31—AUGUST 6, 2016, SATURDAY/ SRAVANA 9— SRAVANA 15, 1938 |

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1565.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप इन कार्यालयों को एतद्वारा अधिसूचित करती है :

केन्द्रीय औद्योगिक सुरक्षा बल

1. केन्द्रीय औद्योगिक सुरक्षा बल, एनसीआर क्षेत्र मुख्यालय, साकेत, नई दिल्ली
2. केन्द्रीय औद्योगिक सुरक्षा बल, आईटीपीओ, प्रगति मैदान, नई दिल्ली-110001
3. केन्द्रीय औद्योगिक सुरक्षा बल, सीआरबी/आईटीओ, नई दिल्ली-110002

सीमा सुरक्षा बल पुलिस

1. 167 बटालियन, सीमा सुरक्षा बल,
गांव एवं पोस्ट - खगड़ा, सर्किट हाऊस,
जिला - किशन गंज, बिहार-855107

सशस्त्र सीमा बल

1. कार्यालय कमांडेंट, 67वीं वाहिनी, सशस्त्र सीमा बल, शमशी,
डाकघर - शमशी, तहसील - भुंतर, जिला - कुल्लू,
हिमाचल प्रदेश-175126

[सं. 12017/01/2012-हिन्दी]

आर. के. मित्रा, संयुक्त सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 28th July, 2016

S.O. 1565.— In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office of the Ministry of Home Affairs, wherein the percentage of the staff, having working knowledge of Hindi has gone above 80% :

1. Central Industrial Security Force

- (i) CISF NCR Zone HQRS Saket, New Delhi.
- (ii) CISF Unit, ITPO, Pragati Maidan, New Delhi.
- (iii) CISF Unit, CRB/ITO, New Delhi-110002

2. Border Security Force Police

- (i) 167 Battalion BSF
Village and Post – Khagra Circuit House,
Distt. Kishanganj, Bihar – 855107

3. Sashastra Seema Bal

- (i) Office of Commandant, Sashastra Seema Bal, 67th Bn.
Shamshi, Post Office – Shamshi, Tehsil – Bhunter,
Distt. Kullu, Himachal Pradesh – 175126

[No. 12017/01/2012-Hindi]

R. K. MITRA, Jt. Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 18 जुलाई, 2016

का.आ. 1566.—बीमांकक अधिनियम, 2006 (2006 का 35) की धारा 12 की उप-धारा (2) के खंड (ख) (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय बीमांकक संस्थान की परिषद में, वित्त मंत्रालय का प्रतिनिधित्व करने के लिए, श्री आलोक टण्डन, वित्तीय सेवाएं विभाग के पूर्व संयुक्त सचिव के स्थान पर श्री एन. श्रीनिवास राव, आर्थिक सलाहकार, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, सदस्य के रूप में नामित करती है।

[फा. सं. एम-18013/01/2011-बीओ-1]

एस. के. मोहन्ती, अवर सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**

New Delhi, the 18th July, 2016

S.O. 1566.— In exercise of the powers conferred by clause (b)(i) of Sub-section (2) of Section 12 of the Actuaries Act, 2006 (35 of 2006), the Central Government hereby nominates Sh. N. Srinvasa Rao, Economic Advisor, Department of Financial Services as a member of the Council of the Institute of Actuaries of India to represent the Ministry of Finance vice Sh. Alok Tandon, Ex Joint Secretary, Department of Financial Services with immediate effect and until further orders.

[F. No. M-18013/01/2011-Ins-I]

S. K. MOHANTY, Under Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा प्रभाग)

नई दिल्ली, 25 जुलाई, 2016

का.आ.1567.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा एवं साक्षरता विभाग) के अंतर्गत निम्नलिखित कार्यालयों को ऐसे कार्यालयों के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:

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| 1. | नवोदय विद्यालय समिति क्षेत्रीय कार्यालय, शिलांग-793001 |
| 2. | नवोदय विद्यालय समिति क्षेत्रीय कार्यालय, हैदराबाद- 500003 |
| 3. | जवाहर नवोदय विद्यालय कुरुंग कुमये, अरुणाचल प्रदेश-791118 |
| 4. | जवाहर नवोदय विद्यालय चांगलांग, अरुणाचल प्रदेश-792056 |
| 5. | जवाहर नवोदय विद्यालय धुबरी, असम-783331 |
| 6. | जवाहर नवोदय विद्यालय डिब्रूगढ़, असम-786613 |
| 7. | जवाहर नवोदय विद्यालय दीमा हसोए (नोर्थ कछार हिल्स), असम-788819 |
| 8. | जवाहर नवोदय विद्यालय हैलाकांडी, असम-788164 |
| 9. | जवाहर नवोदय विद्यालय कार्बी आंगलोंग, असम-782460 |
| 10. | जवाहर नवोदय विद्यालय कार्बी आंगलोंग-II, असम-782450 |
| 11. | जवाहर नवोदय विद्यालय करीमगंज, असम-788734 |
| 12. | जवाहर नवोदय विद्यालय दारांग, असम-784525 |
| 13. | जवाहर नवोदय विद्यालय लखीमपुर, असम-784164 |
| 14. | जवाहर नवोदय विद्यालय नागांव, असम-782123 |
| 15. | जवाहर नवोदय विद्यालय नलबाड़ी, असम-781340 |
| 16. | जवाहर नवोदय विद्यालय इम्फाल पूर्वी, मणिपुर-795113 |
| 17. | जवाहर नवोदय विद्यालय सेनापति, मणिपुर-785150 |
| 18. | जवाहर नवोदय विद्यालय विष्णुपुर, मणिपुर-795126 |
| 19. | जवाहर नवोदय विद्यालय पूर्वी गारो हिल्स, मेघालय-794111 |

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| 20. | जवाहर नवोदय विद्यालय पूर्वी खासी हिल्स, मेघालय-793113 |
| 21. | जवाहर नवोदय विद्यालय पश्चिम खासी हिल्स, मेघालय-793119 |
| 22. | जवाहर नवोदय विद्यालय ममित, मिजोरम-796441 |
| 23. | जवाहर नवोदय विद्यालय सरचिप, मिजोरम-796186 |
| 24. | जवाहर नवोदय विद्यालय दीमापुर, नागालैंड-797103 |
| 25. | जवाहर नवोदय विद्यालय किफिरे, नागालैंड-798611 |
| 26. | जवाहर नवोदय विद्यालय लोंगलेंग, नागालैंड-798627 |
| 27. | जवाहर नवोदय विद्यालय मोकाकचुंग, नागालैंड-798617 |
| 28. | जवाहर नवोदय विद्यालय मोन, नागालैंड-798621 |
| 29. | जवाहर नवोदय विद्यालय पेरेन, नागालैंड-797110 |
| 30. | जवाहर नवोदय विद्यालय बोखा, नागालैंड-798631 |
| 31. | जवाहर नवोदय विद्यालय उत्तरी त्रिपुरा, त्रिपुरा-799262 |

[सं. 11011-3/2016-रा.भा.ए.]

सुखबीर सिंह संधु, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT**(Department of Higher Education)**

(O.L. UNIT)

New Delhi, the 25th July, 2016

S.O. 1567.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Human Resource Development, (Department of School Education & Literacy) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi:-

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| 1. | Navodaya Vidyalaya Samiti Regional Office, Hyderabad - 500003 |
| 2. | Navodaya Vidyalaya Samiti Regional Office, Shillong - 793001 |
| 3. | Jawahar Navodaya Vidyalaya Khurung Khumey, Arunachal Pradesh-791118 |
| 4. | Jawahar Navodaya Vidyalaya Changlang, Arunachal Pradesh-792056 |
| 5. | Jawahar Navodaya Vidyalaya Dhubri, Assam-783331 |
| 6. | Jawahar Navodaya Vidyalaya Dibrugarh, Assam-786613 |
| 7. | Jawahar Navodaya Vidyalaya Dima Hasao (NC Hills), Assam-788819 |
| 8. | Jawahar Navodaya Vidyalaya Hailakandi, Assam-788164 |
| 9. | Jawahar Navodaya Vidyalaya Karbianglong, Assam-782460 |
| 10. | Jawahar Navodaya Vidyalaya Karbianglong- II, Assam-782450 |
| 11. | Jawahar Navodaya Vidyalaya Karimganj, Assam-788734 |
| 12. | Jawahar Navodaya Vidyalaya Darrang, Assam-784525 |
| 13. | Jawahar Navodaya Vidyalaya Lakhimpur, Assam-784164 |
| 14. | Jawahar Navodaya Vidyalaya Nagaon, Assam-782123 |

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| 15. | Jawahar Navodaya Vidyalaya Nalbari, Assam-781340 |
| 16. | Jawahar Navodaya Vidyalaya Imphal West, Manipur-795113 |
| 17. | Jawahar Navodaya Vidyalaya Senapati, Manipur-785150 |
| 18. | Jawahar Navodaya Vidyalaya Bishnupur, Manipur-795126 |
| 19. | Jawahar Navodaya Vidyalaya East Garo Hills, Meghalaya-794111 |
| 20. | Jawahar Navodaya Vidyalaya East Khasi Hills, Meghalaya-793113 |
| 21. | Jawahar Navodaya Vidyalaya West Khasi Hills, Meghalaya-793119 |
| 22. | Jawahar Navodaya Vidyalaya Mamit, Mizoram-796441 |
| 23. | Jawahar Navodaya Vidyalaya Serchip, Mizoram-796186 |
| 24. | Jawahar Navodaya Vidyalaya Dimapur, Nagaland-797103 |
| 25. | Jawahar Navodaya Vidyalaya Kiphire, Nagaland-798611 |
| 26. | Jawahar Navodaya Vidyalaya Longleng, Nagaland-798627 |
| 27. | Jawahar Navodaya Vidyalaya Mokukchung, Nagaland-798617 |
| 28. | Jawahar Navodaya Vidyalaya Mon, Nagaland-798621 |
| 29. | Jawahar Navodaya Vidyalaya Peren, Nagaland-797110 |
| 30. | Jawahar Navodaya Vidyalaya Wokha, Nagaland-798631 |
| 31. | Jawahar Navodaya Vidyalaya North Tripura, Tripura-799262 |

[No. 11011-3/2016-O.L.U.]

SUKHBIR SINGH SANDHU, Jt. Secy.

विद्युत मंत्रालय

नई दिल्ली, 26 जुलाई, 2016

का.आ. 1568.— 17.08.2006 को अधिसूचित मुख्य वैद्युत निरीक्षक और वैद्युत निरीक्षक की अर्हता, शक्ति और कार्य नियमावली, 2006 के साथ पठित विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा द्वारा डॉ. पी.सी. सहगल, वरिष्ठ सलाहकार, नवी मुंबई मेट्रो लाइन-1 को इस अधिसूचना की तारीख से नवी मुंबई मेट्रो लाइन-1 में उनके कार्यकाल तक, उपर्युक्त नियम में उल्लिखित अर्हता और शर्त को पूरा करने के अध्यक्षीन नवी मुंबई मेट्रो लाइन-1 के लिए मुख्य वैद्युत निरीक्षक के रूप में नियुक्त करती है।

उपर्युक्त उल्लिखित अधिकारी समय-समय पर यथासंशोधित केंद्रीय विद्युत प्राधिकरण (सुरक्षा और विद्युत आपूर्ति से संबंधित उपाय) विनियम, 2010 में दी गई प्रक्रिया के अनुसार, नवी मुंबई मेट्रो लाइन-1 के अधिकार वाले क्षेत्रों में प्रचालनाधीन वैद्युत कार्यों, वैद्युत संस्थापनाओं तथा वैद्युत रोलिंग स्टॉक अथवा नवी मुंबई मेट्रो लाइन-1 के नियंत्रणाधीन/नवी मुंबई मेट्रो लाइन-1 से संबंधित कार्यों तथा सभी वैद्युत संस्थापनाओं के संबंध में अधिकारों का प्रयोग करेंगे और अपना कार्य निष्पादित करेंगे।

नवी मुंबई मेट्रो लाइन-1 यह सुनिश्चित करेगी कि डॉ. पी.सी. सहगल नवी मुंबई मेट्रो लाइन-1 में वरिष्ठ सलाहकार (वैद्युत) के रूप में दिये गये कार्यों के संबंध में मुख्य वैद्युत निरीक्षक नहीं होंगे।

वैद्युत निरीक्षक के रूप में नियुक्त अधिकारी वह प्रशिक्षण लेंगे जिसे केंद्र सरकार इस उद्देश्य के लिए आवश्यक समझे तथा ऐसा प्रशिक्षण सरकार की संतुष्टि के स्तर तक पूरा किया जाएगा।

[फा.सं. 42/5/2016-आरएण्डआर]

ज्योति अरोरा, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 26th July, 2016

S.O. 1568.—In exercise of the powers conferred by sub-section(1) of section 162 of the Electricity Act, 2003 (36 of 2003) read with Qualifications, Powers and Functions for Chief Electrical Inspector and Electrical Inspectors Rules, 2006 notified on 17.8.2006, the Central Government hereby appoints Dr. P. C. Sehgal, Sr. Advisor, Navi Mumbai Metro Line-1 as Chief Electrical Inspector for Navi Mumbai Metro Line-1, from the date of this Notification till his tenure in Navi Mumbai Metro Line-1, subject to fulfillment of the qualification and Condition mentioned in the above Rule.

The above mentioned officer shall exercise the powers and perform his functions in respect of electrical works, electrical installations and electrical rolling stock in operation within the areas occupied by the Navi Mumbai Metro Line-1 or in respect of works and all electrical installations under the control of Navi Mumbai Metro Line-1/belonging to Navi Mumbai Metro Line-1 as per the procedure provided in Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010.

Navi Mumbai Metro Line-1 will ensure that Dr. P. C. Sehgal will not be the Chief Electrical Inspector in respect of the work assigned to him as Sr. Advisor (Electrical) in Navi Mumbai Metro Line-1.

The person appointed as Electrical Inspector shall undergo such training as the Central Government may consider necessary for the purpose and such training shall be completed to the satisfaction of the Government.

[F. No. 42/5/2016-R&R]

JYOTI ARORA, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 25 जुलाई, 2016

का.आ. 1569.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 8/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.07.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th July, 2016

S.O. 1569.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2006) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 20.07.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 1st July, 2016

Complaint : (CGITA) No. 8/2006

Shri Thakor Sandhaji Juhaji, Patan
C/o Gujarat Mazdoor Panchayat,
Ahmedabad (Gujarat)

...Complainant

V/s.

The Group General Manager (P),
ONGC Ltd., Mehsana (Gujarat)

...Respondent

For the Complainant : None

For the Respondent : Shri K.V. Gadhia

This is an application under Section 33(a) Industrial Dispute Act, Ext. 1 which was moved in the tribunal on 24.03.2005. Opposite party filed the reply of written statement Ext. 8 on 24.01.2013. Since then, the complainant has been absent and has also not lead his evidence. The learned advocate for the opposite party is present on every date. Thus it appears that the complainant has no willingness to prosecute the case. Thus the case is dismissed in default of the complainant.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 25 जुलाई, 2016

का.आ. 1570.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड और 12 अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 92/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.07.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 25th July, 2016

S.O. 1570.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & 12 Others and their workman, which was received by the Central Government on 20.07.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 1st July, 2016

Complaint : (CGITA) No. 92/2005

Shri Maheshkumar Premjibhai Parmar,
C/o ONGC Employees Union,
Mehsana (Gujarat)

...Complainant

V/s.

The Group General Manager (P),
ONGC Ltd., Mehsana (Gujarat) & 12 Others

...Respondent

For the Complainant : None

For the Respondent : Shri K.V. Gadhia

This is an application under Section 33(a) Industrial Dispute Act, Ext. 1 which was moved in the tribunal on 21.07.2005. Opposite party filed the reply of written statement Ext. 5 on 30.11.2005. The complainant filed an Ext. 6 on 31.06.2006 and he was partly cross-examination. Since then the complainant and his advocate have been absent. The learned advocate for the opposite party is present on every date. Thus it appears that the complainant has no willingness to prosecute the case. Thus the case is dismissed in default of the complainant.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 25 जुलाई, 2016

का.आ. 1571.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 19/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.07.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 25th July, 2016

S.O. 1571.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 20.07.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 1st July, 2016

Complaint : (CGITA) No. 19/2004

Shri Pravinbhai Girdharbhai Parmar & 6 Others
C/o Gujarat Mazdoor Panchayat,
Ahmedabad (Gujarat)

...Complainant

V/s.

The Group General Manager (P),
ONGC Ltd., Mehsana (Gujarat)

...Respondent

For the Complainant : None

For the Respondent : Shri K.V. Gadhia

This is an application under Section 33(a) Industrial Dispute Act, Ext. 1 which was moved in the tribunal on 09.11.2001. Opposite party filed the reply of written statement Ext. 5 on 22.07.2002. Since then, the complainant has been absent and has also not lead his evidence. The learned advocate for the opposite party is present on every date. Thus it appears that the complainant has no willingness to prosecute the case. Thus the case is dismissed in default of the complainant.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 25 जुलाई, 2016

का.आ. 1572.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 42/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.07.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 25th July, 2016

S.O. 1572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 20.07.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 1st July, 2016

Complaint : (CGITA) No. 42/2004

Shri Chandra Prakash P. Sexena, Ahmedabad
C/o Gujarat Mazdoor Panchayat,
Ahmedabad (Gujarat)

...Complainant

V/s.

The Project Manager,
ONGC Ltd., Cambay, Distt. Anand (Gujarat)

...Respondent

For the Complainant : None

For the Respondent : Shri K.V. Gadhia and Shri Mahendra K. Patel

This is an application under Section 33(a) Industrial Dispute Act, which was moved in the tribunal on 10.06.2002. Opposite party filed the reply of written statement on 28.09.2004. Since then, the complainant has been absent and has also not lead his evidence. The learned advocate for the opposite party is present on every date. Thus it appears that the complainant has no willingness to prosecute the case. Thus the case is dismissed in default of the complainant.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 25 जुलाई, 2016

का.आ. 1573.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड और दूसरे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 308/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.07.2016 को प्राप्त हुआ था।

[सं. एल-30025/3/2016-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 25th July, 2016

S.O. 1573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 308/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & Others and their workman, which was received by the Central Government on 20.07.2016.

[No. L-30025/3/2016-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 30th June, 2016

Complaint : (CGITA) No. 308/2004

Shri R.R. Chauhan and 1 other

...Complainant

V/s.

The Group General Manager,
ONGC and Anothers

...Respondent

For the Complainant : Shri Sudhir Shah

For the Respondent : Shri Navdu Asso.

This is an application under Section 33(a) Industrial Dispute Act, Ext. 1. The opposite party, ONGC filed the written statement/objection Ext. 10 on 30.08.2002 and 5 documents vide application Ext. 11. Since then, the complainant/applicant has been absent and has also failed to lead evidence. Thus, it appears that the complainant/applicant has not been intending to prosecute the case. Therefore, the case is fit to be dismissed in default of the complainant/applicant.

Thus, the application/complainant under Section 33(a) Industrial Dispute Act, is dismissed in default of the applicant/complainant.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1574.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं दो अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1304/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/97/2000-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1304/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & 2 Others and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/97/2000-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1304/2004

1. The Group General Manager(P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore, Surat (Gujarat)- 394518
 2. M/s. Sagar Construction,
Near Tapi Bridge, Tax Plaza, Kagdaila ONGC Road,
Surat (Gujarat) – 394518
 3. M/s. International Engg. & Marine Work,
Bandra Mariam Co-op Housing Society Ltd.,
B/92, St. Sabastian Road, Mumbai – 400050
- ...First Party

V/s

Shri HarshadbhaiNavinbhai,
At. Bhatpur,
Taluka Choryasi, Surat (Gujarat)

...Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/97/2000-IR(M) dated 13.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

1. "Whether the contract between the management of ONGC Ltd., Hazira Project, Surat & the contractor M/s. Sagar Construction in respect of the contractual workman Shri HarshadbhaiNavinbhai is sham & bogus contract?"
 2. "Whether the demand of the workman Sh. HarshadbhaiNavinbhai for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri HarshadbhaiNavinbhai is entitled and from which date and what other directions are necessary in the matter?"
1. The reference dates back to 13.07.2000. The second party submitted the statement of claim Ext. 6 on 07.11.2000 and first party submitted the written statement Ext. 15 on 17.01.2002. Since then the second party did not prefer to lead his evidence. Thus, it appears that the second party is not willing to prosecute the case.
 2. Therefore, the case is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 258/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30011/74/1999-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 258/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30011/74/1999-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 29th June, 2016

Reference : (CGITA) No. 258/2004

The Executive Director,
Indian Oil Corp. Ltd., Gujarat Refinery,
PO – Jawaharnagar, Baroda

...First Party

V/s

1. The President,
Chemical Mazdoor Panchayat,
311, Sarvodaya Commercial Centre, Salapose Road,
Ahmedabad (Gujarat).

2. The President,
Gujarat Refinery Karmachari Mahamandal,
79, Navayan Nagar Society, Gorva,
Vadodara – 390016

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party : Shri T.M. Khakhkhar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/74/99-IR (M) dated 11.01.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the union, Chemical Mazdoor Panchayat has locus standi to raise the dispute on behalf of 129 contractual workmen? If so, whether the contract works between the management of Gujarat Refinery, Baroda, and its various contractors (in respect of these 129 contractual workmen) are sham and bogus contracts?”

“Whether the Notification No. 779(E) dated 09.12.1976 is applicable to the establishment of Gujarat Refinery Indian Oil Corporation Ltd, Baroda?”

“Whether the charter of demands raised by the President Chemical Mazdoor Panchayat, Ahmedabad, vide representation dated 24.09.1999 against the management of Gujarat Refinery, Baroda, is proper and justified? If so, to what relief the 129 concerned workmen (list enclosed) are entitled to and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 11.01.2000. Second party submitted the statement of claim Ext. 11 on 24.05.2000. First party also submitted the written statement Ext. 19 on 21.12.2005 along with the written submission of preliminary issues Ext. 20. Thereafter, second party moved an application for joining necessary parties, same was replied by first party vide Ext. 25. Since then, second party has not leading evidence and has also been absent since long time. Today, Advocate for the first party is present. Thus, it appears that second party is not willing to prosecute the reference and reference is fit to be dismissed in default of the second party.

2. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 286/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-11012/33/1999-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 286/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Airport Authority of India and their workman, which was received by the Central Government on 25.07.2016.

[No. L-11012/33/1999-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 28th June, 2016

Reference : (CGITA) No. 286/2004

The Airport Director,
Airport Authority of India,
Ahmedabad Airport,
Ahmedabad (Gujarat)

... First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Opp. Pratham Press, Mirjapur Road,
Ahmedabad (Gujarat)

... Second Party

For the First Party : Shri C.S. Naidu

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-11012/33/99-IR (M) dated 16.03.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the Gujarat Mazdoor Panchayat, Ahmedabad that the so called arrangement of contracts by which Shri Bipinbhai Chhaganbhai Parmar and 9 others (as per list attached) are engaged by the National Airport Authority of India, Ahmedabad is a sham and bogus and the concerned workmen are entitled for pay and allowance and other benefits at par with the regular employees of National Airport Authority of India is legal and justified? If yes, then to what relief the concerned persons are entitled to?”

1. The reference dates back to 16.03.2000. The second party submitted the statement of claim Ext. 7 on 26.09.2001. First party also submitted the written statement Ext. 16 on 18.02.2001. Since then, the second party has been absent but suddenly appeared on 01.03.2016 and sought time for leading evidence but again today second party did not appear for leading evidence. Thus, this tribunal has no option but to dismiss the reference in non-prosecution by the second party.

2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 750/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30011/73/2001-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 750/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30011/73/2001-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 22nd June, 2016

Reference : (CGITA) No. 750/2004

The Executive Director,
ONGC Ltd., WRBC, Makarpura Road,
Baroda (Gujarat) – 390009

...First Party

V/s

The Legal Secretary,
Bharatiya Karmachari Sangh, Shastri Pole,
Kothi Char Rasta,
Baroda – 390001

...Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party : Shri Sudhir Shah

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/73/2001-IR(M) dated 28.11.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

1. “Whether the concerned workman Shri Thakorbhay Laxmandas Patel has put in ‘continuous service’ in the ONGC Ltd. as per provisions of Section 25-B?”
2. “Whether the demand of the union to regularise the service of Shri Thakorbhay Laxmandas Patel is legal, proper and justified? If so, to what relief the concerned workman is entitled to and what other directions are necessary in the matter?”

The reference dates back to 28.11.2001. The second party submitted the statement of claim Ext. 2 on 24.02.2002 and also an application Ext. 3 under section 10(4) Industrial Disputes Act also on the same date. First party submitted the written statement Ext. 11 on 21.06.2002. Since then, the second party has been given dozens of opportunities for leading evidence but to no result. Lastly on 17.02.2016, second party was given last opportunity for leading evidence but to no result. It is also noteworthy that second party has also been absent since last several years. Thus, it appears that second party has no willingness to prosecute his case. Therefore, the tribunal has no option but to dismiss the reference in default of the second party.

Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंडियन ऑयल कार्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 301/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/6/2000-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 301/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/6/2000-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 30th June, 2016

Reference : (CGITA) No. 301/2004

The Senior Terminal Manager,
Indian Oil Corpn. Ltd,
Sabarmati,
Ahmedabad, (Gujarat)

... First Party

V/s

The General Secretary,
Gujarat Petroleum Emp. Union,
434/46, Gandhivas Naka, Koba Road,
Sabarmati, Ahmedabad

...Second Party

For the First Party : Shri D.C. Gandhi Associates

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/6/2000-IR (M) dated 26.05.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether Shri Raju Veeraswamy engaged in IOC, Sabarmati Terminal is a workman as defined under Section 2 (s) of the I.D. Act, 1947? If so, then the termination of the concerned workman w.e.f. 19.03.1999 without any notice or compensation is legal and justified? If not to what relief the concerned person is entitled?”

1. The reference dates back to 26.05.2000. The second party submitted the statement of claim Ext. 5 on 14.02.2001 and first party submitted the written statement Ext. 9 on 24.07.2001. The second party moved an application Ext. 11 to amend the statement of claim on 26.02.2002/11.03.2002. Since then, second party has been absent and has also failed to prosecute the case. Thus, it appears that the second party has not been intending to prosecute the case. Therefore, the case is fit to be dismissed in default of the second party.

2. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1579.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 433/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/56/2001-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1579.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 433/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/56/2001-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 22nd June, 2016

Reference : (CGITA) No. 433/2004

1. The Director (Personnel),
ONGC Ltd., Tel Bhawan, Tower – II,

124, Cannaught Circus,
New Delhi.

2. The Executive Director,
ONGC Ltd., WRBC, Makarpura Road,
Baroda(Gujarat) – 390009.
3. The Group General Manager(P),
ONGC Ltd., Mehsana Project, Palavasna,
Mehsana (Gujarat)

... First Party

V/s

The General Secretary,
ONGC Employees Union,
8, Samarpan Shopping Complex, Highway,
Mehsana(Gujarat) – 384002

...Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/56/2001-IR(M) dated 07.11.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of ONGC Ltd. is justified in the matter of alteration of date of promotion of S/Sh. K.P. Darji, G.T. Darji, D.K. Patel and Sh. A.A. Rajak to the post of time keeper from 01.01.1986 to 01.01.1987 and to the post of inspector (Transfer) from 01.01.1992 to 01.01.1993 and reduction of basic pay vide order dated 01.10.1997? If not, what relief the concerned workmen are entitled?”

The reference dates back to 07.11.2001. The second party submitted the statement of claim on 11/18.09.2002 and first party did not submit any written statement but since then second party is not appearing in the case. Thus, it appears that second party has no willingness to prosecute his case. Therefore, the tribunal has no option but to dismiss the reference in default of the second party.

Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स गैस अथॉरिटी ऑफ इंडिया लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 544/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30011/82/2002-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1580.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 544/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Gas Authority of India Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30011/82/2002-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 29th June, 2016

Reference : (CGITA) No. 544/2004

1. The General Manager,
Gas Authority of India Ltd.,
LPG Recovery Project, Gandhar, Vill. Rozatankaria,
Tal. Amod, Bharuch – 392140.
2. M/s Goldy Projects Private Limited,
301, Akota Garden,
Baroda – 390020

...First Party

V/s

Shri Upendra Pratapsinh Rana,
Darbar Road, Khadkima, Amod,
Bharuch – 392140

...Second Party

For the First Party : Shri B.K. Oza

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/82/2002-IR (M) dated 24.02.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Gas Authority of India M/s Goldy Projects Pvt. Ltd., in terminating the services of Shri Upendra P. Rana Store Assistant is legal and justified? If not, to what relief the workman is entitled for and since when?”

1. The reference dates back to 24.02.2003. First party submitted the vakalatpatra Ext. 7 on 05.10.2005. Second party submitted the vakalatpatra Ext. 6 on 01.03.2005. Since then, the second party has not been appearing to file the statement of claim. Shri Prabhatsinh Parmar has also moved an application Ext. 12 along with the proof of sending letter by registered post along with the acknowledgement send to the second party informing him that if he did not turn up, the reference shall be dismissed due to his absence to file statement of claim. Even then, he did not turn up. Shri B.K. Oza advocate of first party is present today.
2. Seeing the circumstances of the case, the case is fit to be dismissed in default of the second party.
3. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स शाह कंस्ट्रक्सन्स, ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 811/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30011/39/2003-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1581.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 811/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Shah Contractions, ONGC Ltd. and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30011/39/2003-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 30th June, 2016

Reference : (CGITA) No. 811/2004

1. M/s. Shah Contractions,
Blue Diamond Complex, Fatehganj,
Baroda (Gujarat) – 390001.
2. The Executive Director,
ONGC Ltd., WRBC, Makarpura Road,
Baroda (Gujarat) – 390009

...First Party

V/s

The Legal Secretary,
Bharatiya Karmachari Sangh,
Vishwakarma Shramasadhna Trust, 101, Shirali Complex,
Kothi Char Rasta, AnustuTekri,
Baroda – 390001

...Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/39/2003-IR (M) dated 28.08.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of ONGC Ltd., Baroda in terminating the services of S/Shri (1) Kharwa Prakash Ramanlal (2) Vanakar Jasubhai Somabhai (3) Padhiar Kalidas Shamabhai (4) Mali Pintibhai Gababhai (5) Rathod Maheshbhai Nanjibhai (6) Rathod Maheshbhai Shankerbhai and (7) Machhi Lal Natvarbhai ‘Helper’ w.e.f. 01.11.2002 through its contractor M/s. Shah Construction, Baroda is legal, proper and justified? If not, to what relief these workmen are entitled and what other directions are necessary in the matter?”

1. The reference dates back to 28.08.2003. The second party submitted the statement of claim on 12.01.2004. First party submitted the written statement on 27.01.2005. Since then, the second party has failed to lead evidence and has also been absent. Thus, it appears that the second party has not been intending to prosecute the case. Therefore, the case is fit to be dismissed in default of the second party.
2. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स काण्डला डॉक लेबर बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1142/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-37011/3/1998-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1142/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kandla Dock Labour Board and their workman, which was received by the Central Government on 25.07.2016.

[No. L-37011/3/1998-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1142/2004

The Dy. Chairman, Kandla Dock Labour Board,

“Shram Deep”,
New Kandla (Kutch) – 370210

...First Party

V/s

The General Secretary,
Transport & Dock Workers Union,
Room No. 21, Yogesh Building, Ward 12-C,
Plot No. – 58, Gandhidham – 370210

...Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/3/98-IR(M) dated 19.08.1998 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Kandla Dock Labour Board, Kandla Port in not paying overtime at double rate the ordinary rate of wages without any ceiling limit is just, valid and legal? If not, to what relief/benefits, the employees are entitled for and what directions are necessary in the matter?”

1. The reference dates back to 19.08.1998. Both the parties submitted the statement of claim Ext. 3 and written statement Ext. 6 respectively on 09.01.1999 and 30.12.2011. But the learned counsel of the second party did not press the reference and requested to withdraw the same on the ground that Reference No. 1141/2004 is also pending into the matter.

2. Thus, the reference is dismissed as not pressed on the aforesaid ground.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1300/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/80/2000-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1583.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1300/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/80/2000-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1300/2004

1. The Group General Manager(P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore, Surat (Gujarat)- 394518
2. M/s Sagar Construction,
Near Tapi Bridge, Tax Plaza, Kagdaila ONGC Road,
Surat (Gujarat) – 394518

...First Party

V/s

Shri Paresh N. Patel,
At. Bhatpur,
Taluka Choryasi, Surat (Gujarat)

...Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/80/2000-IR(M) dated 05.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

1. "Whether the contract between the management of ONGC Ltd., Hazira Project, Surat and the contractor M/s. Sagar Construction in respect of the contractual workman Shri Paresh N. Patel is sham and bogus contract?"
2. "Whether the demand of the workman Sh. Paresh N. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial

engagement with the contractor or from the date of notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri Paresh N. Patel is entitled and from which date and what other directions are necessary in the matter?"

1. The reference dates back to 05.07.2000. The second party submitted the statement of claim Ext. 4 on 07.11.2000 and first party submitted the written statement Ext. 6 on 10.04.2001. Since then the second party did not prefer to lead his evidence. Thus, it appears that the second party is not willing to prosecute the case.

2. Therefore, the case is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1584.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1301/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/81/2000-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1301/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/81/2000-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1301/2004

1. The Group General Manager (P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore, Surat (Gujarat)- 394518
2. M/s. Sagar Construction,
Near Tapi Bridge, Tax Plaza, Kagdaila ONGC Road,
Surat (Gujarat) – 394518

...First Party

V/s

Shri Nitin N. Patel,
At. Bhatpur,
Taluka Choryasi, Surat (Gujarat)

...Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/81/2000-IR(M) dated 05.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

1. "Whether the contract between the management of ONGC Ltd., Hazira Project, Surat and the contractor M/s. Sagar Construction in respect of the contractual workman Shri Nitin N. Patel is sham and bogus contract?"
 2. "Whether the demand of the workman Sh. Nitin N. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri Nitin N. Patel is entitled and from which date and what other directions are necessary in the matter?"
1. The reference dates back to 05.07.2000. The second party submitted the statement of claim Ext. 4 on 25.02.2000 and first party submitted the written statement Ext. 6 on 24.10.2000. Since then the second party did not prefer to lead his evidence. Thus, it appears that the second party is not willing to prosecute the case.
 2. Therefore, the case is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1585.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1302/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/64/2000-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1585.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1302/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/64/2000-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1302/2004

1. The Group General Manager (P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore, Surat (Gujarat)- 394518
2. M/s. Sagar Construction,
Near Tapi Bridge, Tax Plaza, Kagdaila ONGC Road,

Surat (Gujarat) – 394518

...First Party

v/s

Shri Devendra H. Patel,
At. Bhatpur,
Taluka Choryasi, Surat (Gujarat)

...Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/64/2000-IR(M) dated 05.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

1. "Whether the contract between the management of ONGC Ltd., Hazira Project, Surat and the contractor M/s. Sagar Construction in respect of the contractual workman Shri Devendra H. Patel is sham and bogus contract?"
 2. "Whether the demand of the workman Sh. Devendra H. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri Devendra H. Patel is entitled and from which date and what other directions are necessary in the matter?"
1. The reference dates back to 05.07.2000. The second party submitted the statement of claim Ext. 4 on 24.10.2000 and first party submitted the written statement Ext. 6 on 10.04.2001. Since then the second party did not prefer to lead his evidence. Thus, it appears that the second party is not willing to prosecute the case.
 2. Therefore, the case is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स जी. ए.आई.एल. इण्डिया लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 51/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/18/2007-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 27th July, 2016

S.O. 1586.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2007) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. GAIL India Ltd. and other and their workman, which was received by the Central Government on 20.07.2016.

[No. L-30012/18/2007-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present : Sri Muralidhar Pradhan, Presiding Officer

Dated the 17th day of June, 2016

INDUSTRIAL DISPUTE No. 51/2007

Between:

Sri Gidda Rama Rao (Ex-Army),
Opp. Gali Thata Rao House, II Ward,
Shanthi Nagar, Nidadavolu,
West Godavari (A.P.)

... Petitioner

AND

1. The Dy. General Manager,
M/s. GAIL India Ltd., Jetty Avenue,
Danavaipet, Rajahmundry.
2. M/s. Durga Bhavani Security Services,
B-43, Godavari Garden, Yakra Point,
Secunderabad – 87

... Respondents

Appearances :

For the Petitioner : Party in Person
For the Respondent : Sri Kakara Venakata Rao, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-30012/18/2007-IR(M) dated 25.9.2007 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

“Whether the action of the management of M/s Gas Authority of India Limited, Rajahmundry and its contractor M/s Durga Bhavani Security Agency in terminating the services of Shri Gidda Rama Rao arbitrarily without following the provisions of Industrial Disputes Act as alleged by Shri Gidda Rama Rao, Nidadavolu is legal and/or justified? If not, to what relief the concerned workman is entitled to?”

On receipt of the above reference this Tribunal has registered and numbered the reference as I.D. No.51/2007 and issued notices to both the workman and the management. They both appeared before the court and engaged their respective counsels with the leave of the court and consent of either party.

2. The averments made in the claim statement in brief are as follows:

The workman worked as a Security Guard, at Peravali, W.G. District., Gas Junction Point to GAIL(India) Ltd., K.G. Basin, through Respondent No.1 who appointed D.G.R. sponsored contract agencies time to time, which runs as follows:

- a. Maheswari Security Services, Bangalore (1.4.1995 to 30.9.2000)
- b. Sainik Synergic Power, New Delhi (1.10.2000 to 30.9.2001)
- c. Commando Security Services, Gurgaon, Haryana (1.10.2001 to 31.12.2002)
- d. Bharat Industrial Security Services, Secunderabad (1.1.2003 to 31.12.2006)

The Respondent No.1 is the Principal Employer. But, time to time the contract agencies are used to do the appointments dealing with Security Services. Though the management has changed the D.G.R. sponsored contract agencies as mentioned above, the workman continued with all these contract agencies without any break of service. Respondent No.2 is a D.G.R. sponsored security contract agency of GAIL(India) K.G. Basin Area appointed by Respondent No.1 and it took charge of the work from 1.1.2007. It is submitted by the Petitioner that Respondent No.1 appointed contract agencies only to see that monthly salaries and P.F. to the workers be paid as per the norms stipulated. But entire supervision and control etc.. will be done by Respondent No.1 only. The purpose of contract award is only to avoid statutory benefits of the workmen. The Petitioner workman continued upto 31.12.2006 till the termination of contract tenure of M/s. Bharat Industrial Security Services, Secunderabad. Then Respondent No.1

awarded the security contract to Respondent No.2 from 1.1.2007 onwards. By entering the agreement with contrary clauses stating that the workmen who are Ex-Servicemen under 'B' Medical category and below 55 years of age persons should be continued only, wherein the Petitioner was not covered and not allowed to continue as Security Guard and stopped. He further submits that no where such type of conditions prevailed in DGR guidelines or in the Military Services. It is also stated that due to management's decision the Petitioner and his family was thrown on the roads and are suffering a lot. The Petitioner raised objection before the Respondents which was not considered. Then the issue was raised before the Assistant Labour Commissioner (C), Vijayawada and subsequently conciliation between the parties was failed. Hence, this present reference. The Petitioner therefore prays to answer the above mentioned reference in his favour .

3. Respondent No.1 filed counter with the averments in brief as follows:

The Respondent No.1 has filed counter statement denying the allegations made in the claim petition. It is submitted by the Respondent No.1 that, admittedly, its security work is being entrusted to the contractors and one such contractor is M/s. Bharat Industrial Security Services, Secunderabad. Due to expiry of the period of contract it came to an end w.e.f. 31.12.2006 wherein the workman had been engaged. After expiry of the contract, the said contractor goes out of picture so also the workman deployed by it. Later the contract was awarded to M/s. Durga Bhavani Security Agency, Secunderabad, the Respondent NO.2 herein for a period of two years w.e.f. 1.1.2007 and Respondent No.2 had deployed his own workmen to do the contract work. The workman herein is a mere contract labour, so far as GAIL is concerned, and there can not be any industrial dispute between the GAIL and the workman, though Respondent No.1 is the principal employer to the contract. There was no employer and employee relationship between Respondent No.1 and the workman. The contractor is entitled to deploy his own workman and there is no provision in the contract obligating the successive contractors to continue the workmen engaged by the earlier contractor. Even if the workman engaged continuously by the successive contractors, that will not confer any right under any law on the workman to claim any relief against GAIL. Hence, the present industrial dispute is misconceived and without merits.

4. Pursuant to the counter claim of the Respondents the Petitioner filed rejoinder reiterating the averments stated in his claim petition.

5. Petitioner filed chief examination affidavit in support of his claim. He examined himself as WW1 and marked documents as Ex.W1 to W8. The Respondent cross examined the Petitioner.

6. Thereafter, the Respondent No.1 filed chief examination affidavit of Sri E. Ramesh Babu, Deputy Manager (Security), GAIL(India) Ltd., Rajahmundry. But the Respondent No.1 did not turn up for cross examination of their witness.

7. The Petitioner has filed his written notes of arguments which has been considered. The Respondents have not advanced any argument inspite of taking several opportunities. Respondent No.2 has neither filed any counter nor advanced arguments.

8. The points for consideration are:-

I) "Whether the action of the management of M/s Gas Authority of India Limited, Rajahmundry and its contractor M/s Durga Bhavani Security Agency in terminating the services of Shri Gidda Rama Rao arbitrarily without following the provisions of Industrial Disputes Act as alleged by Shri Gidda Rama Rao, Nidadavolu is legal and/or justified?

II) If not, to what relief the concerned workman is entitled to?"

9. Admittedly the Petitioner was working under different contractors, who had been appointed by Respondent No.1 who was also paying monthly salary to the workmen including the Petitioner and he had entire supervision and control over the workmen. Respondent No.1 being the Principal employer has engaged different contractors to serve under its Management. The workman has rendered service to Respondent No.1 through different contractors and was getting his monthly salary from time to time from the contractors without making any allegation which indicates that the work of the workman was found satisfactory. The entire supervision and control was done by Respondent No.1 from time to time without any complaint. When the entire supervision work was done by Respondent No.1 who had appointed the contractors including Respondent No.2 on payment of monthly salaries, he was well aware of the services of the Petitioner. Though the workman was not coming under the direct control of Respondent No.1 even if he had worked under his organization from 1.4.1995 till 31.12.2006 and while rendering the service of more than 12 years of continuous service to Respondent No.1, the workman had legal obligation to put forth his grievance before Respondent No.1. But, on the contrary Respondent No.1 in order to avoid to give statutory benefits to the workman has adopted such type of unfair labour practice to come in contract directly with the workman. Even if this dispute is within the knowledge of Respondent No.1, he has adopted such practice to show that there was no employee and employer relationship between the Petitioner and Respondent No.1. In fact, the workman has rendered more than 12 years of continuous service to Respondent No.1, through different contractors and had done his duty with the

knowledge of Respondent No.1. When Respondent No.2 was entrusted to discharge the work of security of Respondent No.1, he has not given any chance to the workman/Petitioner. Obviously, in such a circumstances the workman has a legal obligation to raise his grievance before Respondent No.1. The workman has been terminated from service without any complaint, only because when the contractor has been changed, the workman got terminated. When the Petitioner has continuously worked for the sole organization, without considering his case, Respondent No.2 should not have terminated him from service, and his case should have been considered on priority basis. Respondent No.2 without considering the case of the workman has engaged his own men and has stipulated service conditions on the workman for appointment in security services. The conditions stipulated by Respondent No.2 at the time of engagement of the workman is his own invention in order to debar the workman from employment. As the workman has rendered 12 years of continuous service to Respondent No.1 within his knowledge and was drawing monthly salary from different contractors under the direct supervision and control of Respondent No.1, he (the Petitioner) should not be terminated suddenly without any rhyme and reason. In the circumstances as stated above, the action of the Respondents in terminating the service of the Petitioner/workman is not legal and justified.

This Point is answered accordingly.

10. **Point No.II:** In view of the discussion made in Point No.1, the Respondents are directed to consider the case of the Petitioner Sri Gidda Rama Rao for his engagement into service under their Management after he is able to fulfil the criteria of the post of security guard.

This Point is answered accordingly.

Result:

In the result the reference is ordered as follows:

The action of the management of M/s Gas Authority of India Limited, Rajahmundry and its contractor M/s Durga Bhavani Security Agency in terminating the services of Shri Gidda Rama Rao arbitrarily without following the provisions of Industrial Disputes Act as alleged by Shri Gidda Rama Rao, Nidadavolu is neither legal nor justified. The Respondents are directed to consider the case of the Petitioner Sri Gidda Rama Rao for his engagement into service under their Management after he is able to fulfil the criteria of the post of security guard.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 17th day of June, 2016.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

WW1: Sri Gidda Rama Rao

Witnesses examined for the Respondent

Nil

Documents marked for the Petitioner

Ex.W1: Photostat copy of employment card issued by contractor

Ex.W2: Photostat Copy of wage slip of December, 2006 issued by contractor

Ex.W3: Photostat copy of identity card issued by contractor

Ex.W4: Photostat copy of Ir. from Sainik Synergic Power to WW1

Ex.W5: Photostat copy of inter office memo dated 30.12.2006

Ex.W6: Photostat copy of agreement between contractor M/s. Durgabhavani Security Services and GAIL India Ltd.

Ex.W7: Photostat copy of minutes of conciliation proceedings dt. 28.6.2007

Ex.W8: Photostat copy of service certificate issued by Army authority to WW1

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1587.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल कौंसिल ऑफ एजुकेशनल रिसर्च एंड ट्रेनिंग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ सं. 1/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th July, 2016

S.O. 1587.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 1/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the National Council of Educational Research and Training and their workman, which was received by the Central Government on 21.07.2016.

[No. L-42025/03/2016-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DELHI

ID No. 1/2014

Shri Anshul Gupta,
S/o Shri Pawan Gupta,
R/o House NO.568, Ward No.3,
Mehrauli, New Delhi – 110 030

...Workman

Versus

National Council of Educational Research and Training,
Through
The Principal Officer,
Shri Aurbindo Marg,
New Delhi 110 016

...Management

AWARD

The present dispute has been raised by Shri Anshul Gupta, the workman herein under the provisions of sub section (2) of Section 2A of the Industrial Disputes Act, 1947(in short the Act) with the averments that he was employed with the management vide letter dated 11.05.07 for a period of 89 days as typist. Workman joined services and since then continued to serve the management till 31.03.2013 without any interruption of service, under the Department of Elementary Education in Early Literacy Programme run by NCERT (management). Order of appointment of the workman is Annexure I. It is also specifically mentioned that his employment was through Employment Exchange, R.K. Puram, New Delhi. The above daily wage appointment was made by the management under various orders dated 23.07.2007 from 12.07.2007 to 31.03.3008, on the basis of appointment letter dated 12.07.2007, wherein salary of Rs.5500.00 was paid to the workman. The workman was also given work of DTP Operator and letter in this regard is Annexure 2.

2. There are also averments that vide letter dated 13.03.2009 approval of services of the workman was extended by the competent authority for the period from 01.04.2008 to 31.03.2009. Further service was continued thereafter for the period 01.04.2009 to 31.03.2010 and from 01.04.2010 to 31.03.2011. Service was again continued vide letter dated 12.08.2011 from 01.04.2011 to 31.03.2012 and lastly for the period from 01.04.2012 to 31.03.2013. Each appointment was for more than 240 days in a year without gap of even a single day and certificate dated 13.03.2009 is annexed as Annexure III.

3. Programme Coordinator vide letter dated 25.03.2013 made a request for continuing the project staff for undertaking project work under early literacy activities in the Department of Elementary Education. Workman was also issued certificate dated 13.03.2009 by the Head, Reading Development Cell of the management. Workman was continued in the service as DTP Operator till 17.05.2013 and his services was suddenly stopped by the Head of the Department by saying that services of the claimant have not been approved for future in the department by the competent authority. It is specific to mention that salary for the period 01.04.2013 to 16.05.2013 has not been paid for the work taken by the management. Attendance sheet of the workman herein for the months of April and May 2013 is

Annexure IV and V. Approval of services of the workman was also obtained from the competent authority vide sanction order dated 16.08.2012. This was communicated to all the concerned by the Head of Department, Elementary Education, New Delhi vide letter dated 17.08.2012. After the said approval, it was advised that no approval of the services of the claimant can be obtained, hence claimant was not allowed after 17.05.2013. In fact approval was already obtained for continuing services of the claimant as DTP Operator, Grade II and the same was maliciously concealed by the management and services of the claimant was discontinued on false ground of non-approval of services of the claimant.

4. There are averments that thereafter workmen alongwith his co-workers filed complaint before the Assistant Labour Commissioner, New Delhi against the management to settle the dispute between the parties. No settlement could be arrived at within a period of 45 days and the Assistant Labour Commissioner issued certificate to the workman vide Annexure VI. Management has retained juniors to the workman and continued their employment and the workman who has served the management for more than six years has been terminated, which is unfair labour practice and is willful violation of provisions of the Act. Finally, the workman has claimed full back wages since termination on 17.05.2013 @ of last drawn wages of Rs.13,500.00 alongwith increments etc. on account of illegal discharge/dismissal/termination from services by the management without complying with provisions of the Act. Prayer has been made to continue the workmen in service as a regular employee from 17.05.2013.

5. Management was put to notice who has filed reply to the claim petition and taken various preliminary objections, including maintainability, reference being bad, case not being espoused by a trade union. It is specifically alleged that the workman was engaged as a typist on daily wage basis for a period of 89 days with effect from 10.05.2007 vide letter dated 11.05.2007 as a daily wage typist. Workman was engaged as DTP Operator on contract basis with effect from 12.07.2007 to 31.03.2008. Thereafter, his services were extended from time to time on yearly basis after getting project approval from Board of Ministry of HRD till 31.03.2013. There is no legal right whatsoever to continue the workman in services thereafter. Appointment of the workman was for specific project and the project is a time bound programme.

6. Until now, management of NCERT was directly engaging project staff from consultants, DTP operators down to Multi Tasking Staff. However, NCERT in its 121st Finance committee meeting held on 29.02.2012 approved remuneration to be paid to the contractual posts and future appointments. Director, NCERT on 01.04.2013 directed that they cannot continue till approval is there from Ministry of HRD. They may be given break and may resume it as and when approval comes. Director, NCERT on 13.05.2013 decided that Multi Tasking Staff be provided by BVG India Ltd. from May 2013. Contract for providing manpower in the category of DTP operators, Computer Operators and MTS was given to BVG India Ltd with effect from 01.04.2012. While many other erstwhile workmen in the categories have registered themselves with BVG India Ltd and presently working on the project. However, workman herein has refused to be employed through independent contractor. Management has denied the other averments made by the claimant.

7. Against this factual Background, this Tribunal on the basis of pleadings of the parties, vide a order dated 14.02.2014 framed the following issues:

- (i) Whether management is not an 'industry' within the meaning of section 2(j) of the Industrial Disputes Act, 1947?
- (ii) Whether the claimant was engaged for a specific period against a specific work? If yes, its effects.
- (iii) Whether claimant is entitled to relief of reinstatement in service of the management?

8. Claimant in order to prove its case against the management examined himself as WW1 and tendered in evidence documents Ex.PW1/1 to Ex.PW1/7. Management in order to rebut the case of the claimant examined Ms.Sushila Sharma as MW1, who has also tendered in evidence various documents (Ex.MW1/1 to Ex.MW1/6) pertaining to the above projects, in which the workman herein was employed.

9. I have heard Shri Brijender Kulshreshtha, learned authorized representative for the workman and Ms.Deepa Rai, learned authorized representative for the management.

10. Question whether management in the case in hand falls within the definition of 'industry' under section 2(j) of the Act was not seriously pressed by the learned authorized representative for the management. Even otherwise, it is clear from the definition of 'industry' as contained in section 2(j) of the Act, that any business, trade, undertaking, manufacture, or calling of employers, including any service, employment, or industrial occupation or avocation of workmen falls within the ambit of industry. Learned authorized representative for the management could not spell as to how NCERT does not fall within the definition of industry. Admittedly, NCERT is not performing any kind of sovereign functions. There are several cases in the Courts wherein NCERT has been arrayed as a party. Merely because the Government has administrative control over NCERT, it does not ipso facto follow that it is exempted from provisions of the Act. There are several departments of the Government which fall within the ambit of industry under section 2(j) of the Act. In Bangalore Water Supply and Sewerage Board vs. Rajappa (AIR 1978 S.C. 548), the Supreme Court laid down a three-fold test for determining whether an undertaking is an "industry" within the meaning of section

2(j) of the Industrial Disputes Act, 1947. The ingredients necessary are (i) systematic activity, (ii) organized by co-operation “between employer and employee, and (iii) production and /or distribution of goods and services calculated to satisfy human wants and desires. The test that was laid down by the Supreme Court was functional in nature emphasizing the aspect of employer-employee relations. In paragraph 111 of the judgment, however, the Supreme Court carved out an exception. The Court noted that the very image of the expression “industry” denotes a plurality of workmen and not a case where an isolated employment is provided to a workman or assistant.

11. It is necessary to mention here that judgment in Bangalore Water Supply’s case (supra) still holds the field and after this decision the question to be asked is not what is an Industry, but what is not an industry. The issue is, therefore, decided accordingly.

Issue No.II and III

12. Both these issues are being taken up together for the purpose of discussion as they are inter-related and can be conveniently disposed of. Shri Brijender Kulshresth appearing on behalf of the workman argued that it is clear from pleadings of the parties that the workman herein was initially appointed for a period of 89 days with effect from 11.05.2007 and his service was continued by the management from time to time. Lastly, he was given an unceremonial exit by the management in May 2013 without any rhyme or reason. Learned authorized representative for the claimant proceeded to argue that the workman has completed more than 240 days in a calendar year and has worked for more than 6 years regularly as is clear from evidence on record. As such, the workman was required to be issued notice in terms of provisions of Section 25F of the Act. Since procedure has not been followed, therefore, in the contention of the workman, discharge/termination of the workman herein from 15.05.2013 is totally illegal and void. Workman has sought reinstatement in service with full back wages. Learned authorized representative for the claimant invited attention of the court to the various documents to show that the workman was performing his duties sincerely and diligently without a break and the management has not given extension to the workman despite the fact that there was approval for the same from the Government.

13. Per contra, Ms. Deepa Rai, authorized representative for the management urged that employment given to the workman herein was not regular in nature and workman was appointed for a specific period against a specific project initially for 89 days with effect from 10.05.2007 vide letter dated 11.05.2007. Learned authorized representative for the management, in all fairness, admitted thereafter that services of the workman was extended from time to time on yearly basis after approval from the Board of Ministry of HRD till 31.03.2013. Since the project was over, thereafter, his service was not required, as such, workman has no legal right to continue in service. It is not a case of temporary or ad hoc appointment against any regular sanctioned post.

14. After hearing learned authorized representative for the respective parties and perusal of the entire record, I am of the view that there is considerable force in the contentions of the workman. It is neither in doubt nor in dispute that the workman herein was engaged as typist by the management for 89 days with effect from 10.05.2007. It is clear from perusal of Ex.PW1/1 that the workman Shri Anshul Gupta was appointed as a daily wager with effect from 10.05.2007 till 06.08.2007 for 89 days or till further orders, which ever expires earlier. There is another letter Ex.PW1/2 dated 23.07.2007, which shows that service of the workman herein was extended from 12.07.2007 to 31.03.2008. @ or Rs.5500.00 as salary. Letter Ex.PW1/3 dated 13.03.2009 shows that management has issued certificate in favour of the workman which shows that the workman herein was serving in the Development Cell under Sarv Shiksha Abhyas from 10.05.2007 as DTP Operator and was drawing consolidated salary of Rs.5500.00 per month. During this period, he has been found to be a sincere, efficient and a devoted worker. Affidavit filed on behalf of the management is that of Ms.Sushil Sharma, Assistant Programme Co-ordinator. She has averred in the affidavit that she has been working with management and she was promoted in November 2003 as Assistant Programme Co-ordinator. Ms.Sharma has further alleged in para 3 that appointment of workman herein was for a specific period under Government of India and the management has only implementing agency. She has also mentioned about payment of salary by the management to the workman. She has also admitted that appointment of the workman was done by the management through Employment Exchange for a period of 89 days. However, before completion of 89 days, workman was taken on contract basis for a period of one year through open advertisement. She has found services of the workman to be quite satisfactory. She further deposed that in the new project, workmen continued on the post till his termination on 17.05.2013. She further stated that cheques for payment of wages of the workman is signed by the management. Thereafter, same is sent to the agency for payment of salary to the workman. She has admitted letter Ex.PW1/7 which is in fact is the minutes of 191st meeting of the Project Approval Board held on 11.02.2013. In the above meeting, members of the Board have considered annual work plan and budget for the States of Himachal Pradesh, Tripura, Tamil Nadu and national capital territory of Delhi. It is clear from perusal of minutes as well as documents annexed with the minutes that 2 DTP Operators have been shown in the project staff. There is also mention of salary as Rs.13,500.00 per month. Workman admittedly at the time of his termination of his job, was working as DTP operator. It is further clear from documents Ex.PW1/7 that the above project was to continue even after May 2013. There is considerable force in the statement of the workman that in fact he has worked upto May, 2013. In this

regard, attention of the court was invited to Ex.PW1/4 which is copy of attendance roll for the month of April, 2013 and Ex.PW1/5 for the month of May, 2013. There is mention of the name of Shri Anshul Gupta in the attendance rolls. Strangely enough, learned authorized representative for the management has not impeached validity of this document when the same was exhibited by the workman during the course of his evidence. Original of the same are supposed to be in possession of the management who is the appointing as well as controlling authority of the workman. Even if any hanky-panky or commission of forgery in preparation of the documents Ex.PW1/4 and Ex.PW1/5 was there, the same should have been pointed out by the competent official of the management. Bare perusal of these documents would show on the face of it to be a genuine document and there is no cutting on the attendance roll in the month of April, 2013 and May 2013. Same appears to have been prepared in the ordinary course of duty and as such cannot be ignored by this Tribunal when question of employment of the workman herein is at stake.

15. Now, the vital question which requires determination is whether the discharge/termination of the workman herein is in violation of provisions of Section 25F of the Act. Admittedly, workman herein has worked for more than 6 years right from May 2007 till May 2013. It is not the case of the management that the workman has not completed 240 days in a calendar year. Rather certificate Ex.PW1/III issued by the management shows that the workman herein was performing duties sincerely and diligently to the satisfaction of the management. There is nothing on record to show that further appointment was only for a specific project. It is pertinent to mention here that Ms. Sushila Sharma while appearing as MW1 has clearly deposed that the workman herein was initially engaged as a daily wager for 89 days through employment exchange. However, he was taken on contract for one year but there is admission by the management that his services was taken on contract and he was engaged for one year only. Even if it is assumed that the said employee was engaged for one year only, in that eventuality also management is required to follow mandate contained in Section 25F of the Act, which clearly provides that any workman has been working in any industry for a continuous period of one year under an employer, the said workman cannot be retrenched by the employer unless the has been given one months' notice in writing indicating the reasons for retrenchment or workman has been paid one month's wages in lieu thereof. There is a plethora of precedents of the Hon'ble Apex Court as well as of various High Courts to the effect that procedure contained under Section 25 F of the Act is required to be mandatorily followed by the employer(management) even in the case of casual worker or daily wager, particularly when such workmen has completed 240 days in a calendar year. As discussed above, workman herein has worked for more than 6 years regularly to the satisfaction of the management. Therefore, there is no merit in the contention of the management that employment of the workman herein was for a specific period qua specific project when no such evidence has been led clearly by the management. Even in that eventuality, management cannot bypass the mandate contained in Section 25F of the Act, which is to be followed in letter and spirit. This Tribunal also cannot ignore the fact that provision of the Act as well as other allied enactments are made to protect the interest of hapless workers whose services are normally being hired and fired by the management in an arbitrary and capricious manner. Net result of the discussion is that discharge/termination of services of the workman herein constitutes retrenchment, notwithstanding the fact that the workman was initially engaged as a daily wager for 89 days and thereafter continued on contract basis. This Tribunal cannot ignore the fact that recruitment of the workman was done by inviting application from the employment exchange and later on by way of open advertisement in the market. It is not a case of back door entry. Since work in the present case is not seasonal or temporary in nature, as such this Tribunal is of the considered opinion that the work being regular and perennial in nature is required to be performed by such workmen who are sincere and diligent in performance of duties. Workman, in the case in hand fulfills all such attributes. When Board of Directors in its meeting held on 11.02.2013 Ex.PW1/7 had approved the project for further period, in that eventuality, it was expected from the management to recall the workman herein and continue him in the employment. By not doing so, management has dealt a crippling blow to the provisions of the Act.

16. Since the workman herein has specifically alleged that he has not been paid wages after 31.03.2013 though he has worked for April and May as is clear from his statement as well as attendance rolls Ex.PW1/4 and Ex.PW1/5, as such, management is legally bound to pay wages/salary to the workman for the said period. Not only this,, when order of discharge/termination is totally illegal as management discontinued services of the workman without any rhyme or reason, as such, this Tribunal is of the opinion that the workman is liable to be reinstated with full back wages to which the workman was entitled from 31.05.2013. Both these issues are decided accordingly. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 18, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1588.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल कौंसिल ऑफ एजुकेशनल रिसर्च एंड ट्रेनिंग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ सं. 2/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th July, 2016

S.O. 1588.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 2/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the National Council of Educational Research and Training and their workman, which was received by the Central Government on 21.07.2016.

[No. L-42025/03/2016-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DELHI

ID No. 2/2014

Shri Kailash Chand,
S/o Shri Ram Sharan,
R/o House No. 773, Sector 6,
R.K. Puram, New Delhi – 110 022

...Workman

Versus

National Council of Educational Research and Training,
Through
The Principal Officer,
Shri Aurbindo Marg,
New Delhi -110 016

...Management

AWARD

The present dispute has been raised by Shri Kailash Chand, the workman herein under the provisions of sub section (2) of Section 2A of the Industrial Disputes Act, 1947(in short the Act) with the averments that he was employed with the management vide letter appointment order dated 09.07.2007 since 26.06.2007 as Peon cum Messenger (MTS) Workman joined services and since then continued to serve the management till 31.03.2013 without any interruption of service, under the Department of Elementary Education in Early Literacy Programme run by NCERT (management). Order of appointment of the workman is Annexure I. It is also specifically mentioned that his employment was sponsored through Employment Exchange. The above daily wage appointment was made by the management under various orders dated 11.04.2007 for the period from 01.04.2008 to 31.03.2009, which is annexure III. Again vide order dated 29.04.2009, his services were extended from 01.04.2009 to 31.03.2010, on the basis of appointment letter dated 12.07.2007, wherein salary of Rs.7,750 was paid to the workman. The service of the workman vide sanction order dated 12.08.2011 was extended from 01.04.2010 to 31.03.2011 at a monthly salary of Rs.7,750. Vide sanction order dated 12.08.2011 and 17.08.2012, services of the workman was extended from 01.04.2011 to 31.03.2012 and from 01.04.2012 to 31.03.2013 respectively.

2. There are also averments that due to regular need of services of the workman as well as due good performance of the workman, certificates were issued by professors and Head Of Departments to the effect that the workman was efficient and carries his responsibilities with complete commitments. Each appointment was for more than 240 days in a year without gap of even a single day.

3. Even after 31.03.2013, the workman continued to serve the management upto 16.05.2013 but was not allowed to continue thereafter as approval of service of the claimant could not be obtained by the competent authority as desired. He was suddenly terminated on 17.05.2013, though vide sanction dated 25.04.2013, his term was to continue upto 31.03.2014. Copy of sanction order is Annexure IV to VII.

4. The workman herein continuously worked for about 6 years, when his services were suddenly discontinued on 17.05.2013 by saying that services of the claimant have not been approved for future in the department by the competent authority. It is specific to mention that salary for the period 01.04.2013 to 17.05.2013 has not been paid for the work taken by the management. Approval of services of the workman was also obtained from the competent authority vide sanction order dated 16.08.2012. This was communicated to all the concerned by the Head of Department, Elementary Education, New Delhi vide letter dated 17.08.2012. After the said approval, it was advised that no approval of the services of the claimant can be obtained, hence claimant was not allowed after 17.05.2013.

5. There are averments that thereafter workmen filed complaint before the Assistant Labour Commissioner, New Delhi against the management to settle the dispute between the parties. No settlement could be arrived at within a period of 45 days and the Assistant Labour Commissioner issued certificate to the workman vide Annexure VI. Finally, the workman has claimed full back wages since termination on 17.05.2013 @ of last drawn wages of Rs.13,524.00 alongwith increments etc. on account of illegal discharge/dismissal/termination from services by the management without complying with provisions of the Act. Prayer has been made to continue the workmen in service as a regular employee from 17.05.2013.

6. Management was put to notice who has filed reply to the claim petition and taken various preliminary objections, including maintainability, reference being bad, case not being espoused by a trade union. It is specifically alleged that the workman was engaged as a Peon cum Messenger on daily wage basis with effect from 26.06.2007 for 89 days. Thereafter, his services were extended from time to time on yearly basis after getting project approval from Board of Ministry of HRD till 31.03.2013. There is no legal right whatsoever to continue the workman in services thereafter. Appointment of the workman was for specific project and the project is a time bound programme.

7. Until now, management of NCERT was directly engaging project staff from consultants, DTP operators down to Multi Tasking Staff. However, NCERT in its 121st Finance committee meeting held on 29.02.2012 approved remuneration to be paid to the contractual posts and future appointments. Director, NCERT on 01.04.2013 directed that they cannot continue till approval is there from Ministry of HRD. They may be given break and may resume it as and when approval comes. Director, NCERT on 13.05.2013 decided that Multi Tasking Staff be provided by BVG India Ltd. from May 2013. Contract for providing manpower in the category of DTP operators, Computer Operators and MTS was given to BVG India Ltd with effect from 01.04.2012. While many other erstwhile workmen in the categories have registered themselves with BVG India Ltd and presently working on the project. However, workman herein has refused to be employed through independent contractor. Management has denied the other averments made by the claimant.

8. Against this factual Background, this Tribunal on the basis of pleadings of the parties, vide a order dated 14.02.2014 framed the following issues:

- (i) Whether management is not an 'industry' within the meaning of section 2(j) of the Industrial Disputes Act, 1947?
- (ii) Whether the claimant was engaged for a specific period against a specific work? If yes, its effects.
- (iii) Whether claimant is entitled to relief of reinstatement in service of the management?

9. Claimant in order to prove its case against the management examined himself as WW1 and tendered in evidence documents Ex.PW1/1 to Ex.PW1/7. Management in order to rebut the case of the claimant examined Ms. Sushila Sharma as MW1, who has also tendered in evidence various documents (Ex.MW1/1 to Ex.MW1/6) pertaining to the above projects, in which the workman herein was employed.

10. I have heard Shri Brijender Kulshreshtha, learned authorized representative for the workman and Ms. Deepa Rai, learned authorized representative for the management.

11. Question whether management in the case in hand falls within the definition of 'industry' under section 2(j) of the Act was not seriously pressed by the learned authorized representative for the management. Even otherwise, it is clear from the definition of 'industry' as contained in section 2(j) of the Act, that any business, trade, undertaking, manufacture, or calling of employers, including any service, employment, or industrial occupation or avocation of workmen falls within the ambit of industry. Learned authorized representative for the management could not spell as to how NCERT does not fall within the definition of industry. Admittedly, NCERT is not performing any kind of sovereign functions. There are several cases in the Courts wherein NCERT has been arrayed as a party. Merely because the Government has administrative control over NCERT, it does not ipso facto follow that it is exempted from provisions of the Act. There are several departments of the Government which fall within the ambit of industry under section 2(j) of the Act. In Bangalore Water Supply and Sewerage Board vs. Rajappa (AIR 1978 S.C. 548), the Supreme Court laid down a three-fold test for determining whether an undertaking is an "industry" within the meaning of section

2(j) of the Industrial Disputes Act, 1947. The ingredients necessary are (i) systematic activity, (ii) organized by co-operation “between employer and employee, and (iii) production and /or distribution of goods and services calculated to satisfy human wants and desires. The test that was laid down by the Supreme Court was functional in nature emphasizing the aspect of employer-employee relations. In paragraph 111 of the judgment, however, the Supreme Court carved out an exception. The Court noted that the very image of the expression “industry” denotes a plurality of workmen and not a case where an isolated employment is provided to a workman or assistant.

12. It is necessary to mention here that judgment in Bangalore Water Supply’s case (supra) still holds the field and after this decision the question to be asked is not what is an Industry, but what is not an industry. The issue is, therefore, decided accordingly.

Issue No.II and III

13. Both these issues are being taken up together for the purpose of discussion as they are inter-related and can be conveniently disposed of. Shri Brijender Kulshresth appearing on behalf of the workman argued that it is clear from pleadings of the parties that the workman herein was initially appointed with effect from 26.06.2007 and his service was continued by the management from time to time. Lastly, he was given an unceremonial exit by the management in May 2013 without any rhyme or reason. Learned authorized representative for the claimant proceeded to argue that the workman has completed more than 240 days in a calendar year and has worked for nearly 4 years regularly as is clear from evidence on record. As such, the workman was required to be issued notice in terms of provisions of Section 25F of the Act. Since procedure has not been followed, therefore, in the contention of the workman, discharge/termination of the workman herein from 17.05.2013 is totally illegal and void. Workman has sought reinstatement in service with full back wages. Learned authorized representative for the claimant invited attention of the court to the various documents to show that the workman was performing his duties sincerely and diligently without a break and the management has not given extension to the workman despite the fact that there was approval for the same from the Government.

14. Per contra, Ms.Deepa Rai, authorized representative for the management urged that employment given to the workman herein was not regular in nature and workman was appointed for a specific period against a specific project initially for 89 days with effect from 26.06.2007 vide letter dated 09.07.2007. Learned authorized representative for the management, in all fairness, admitted thereafter that services of the workman was extended from time to time on yearly basis after approval from the Board of Ministry of HRD till 31.03.2013. Since the project was over, thereafter, his service was not required, as such, workman has no legal right to continue in service. It is not a case of temporary or ad hoc appointment against any regular sanctioned post.

15. After hearing learned authorized representative for the respective parties and perusal of the entire record, I am of the view that there is considerable force in the contentions of the workman. It is neither in doubt nor in dispute that the workman herein was engaged as Peon-cum-Messenger (MTS) by the management for 89 days with effect from 26.06.2007. It is clear from perusal of Ex.PW1/1 that the workman Shri Kundan was appointed as a daily wager with effect from 21.06.2007 for 89 days. There is another letter Ex.PW1/3 dated 11.04.2007, which shows that service of the workman herein was extended from 01.04.2008 to 31.03.2009@ or Rs.6,191.00 as salary. During this period, he has been found to be a sincere, efficient and a devoted worker. Affidavit filed on behalf of the management is that of Ms.Sushil Sharma, Assistant Programme Co-ordinator. She has averred in the affidavit that she has been working with management and she was promoted in November 2003 as Assistant Programme Co-ordinator. Ms.Sharma has further alleged in para 3 that appointment of workman herein was for a specific period under Government of India and the management has only implementing agency. She has also mentioned about payment of salary by the management to the workman. She has also admitted that appointment of the workman was done by the management through Employment Exchange for a period of 89 days. However, before completion of 89 days, workman was taken on contract basis for a period of one year through open advertisement. She has found services of the workman to be quite satisfactory. She further deposed that in the new project, workmen continued on the post till his termination on 17.05.2013. She further stated that cheques for payment of wages of the workman is signed by the management. Thereafter, same is sent to the agency for payment of salary to the workman. She has admitted letter Ex.PW1/7 which is in fact is the minutes of 191st meeting of the Project Approval Board held on 10.04.2013. In the above meeting, members of the Board have considered annual work plan and budget for the States of Himachal Pradesh, Tripura, Tamil Nadu and national capital territory of Delhi. It is clear from perusal of minutes as well as documents annexed with the minutes that 2 Multi Tasking Staff have been shown in the project staff. There is also mention of salary as Rs.9,594.00 per month. Workman admittedly at the time of his termination of his job, was working as Peon-cum-Messenger(MTS). It is further clear from documents Ex.PW1/7 that the above project was to continue even after May 2013. There is considerable force in the statement of the workman that in fact he has worked upto May 2013. In this regard, attention of the court was invited to Ex.PW1/4 which is copy of attendance roll for the month of April 2013 and Ex.PW1/5 for the month of May 2013. There is mention of the name of Shri Kailash Chand in the attendance rolls. Strangely enough, learned authorized representative for the management has not impeached

validity of this document when the same was exhibited by the workman during the course of his evidence. Original of the same are supposed to be in possession of the management who is the appointing as well as controlling authority of the workman. Even if any hanky-panky or commission of forgery in preparation of the documents Ex.PW1/4 and Ex.PW1/5 was there, the same should have been pointed out by the competent official of the management. Bare perusal of these documents would show on the face of it to be a genuine document and there is no cutting on the attendance roll in the month of April 2013 and May 2013. Same appears to have been prepared in the ordinary course of duty and as such cannot be ignored by this Tribunal when question of employment of the workman herein is at stake.

16. Now, the vital question which requires determination is whether the discharge/termination of the workman herein is in violation of provisions of Section 25F of the Act. Admittedly, workman herein has worked for nearly 6 years right from May 2007 till May 2013. It is not the case of the management that the workman has not completed 240 days in a calendar year. Ex.PW1/IV to Ex.PW1/VII issued by the management shows that the workman herein was performing duties sincerely and diligently to the satisfaction of the management. There is nothing on record to show that further appointment was only for a specific project. It is pertinent to mention here that Ms. Sushila Sharma while appearing as MW1 has clearly deposed that the workman herein was initially engaged as a daily wager for 89 days through employment exchange. However, he was taken on contract for one year but there is admission by the management that his services were taken on contract and he was engaged for one year only. Even if it is assumed that the said employee was engaged for one year only, in that eventuality also management is required to follow mandate contained in Section 25F of the Act, which clearly provides that any workman has been working in any industry for a continuous period of one year under an employer, the said workman cannot be retrenched by the employer unless the has been given one month's notice in writing indicating the reasons for retrenchment or workman has been paid one month's wages in lieu thereof. There is a plethora of precedents of the Hon'ble Apex Court as well as of various High Courts to the effect that procedure contained under Section 25 F of the Act is required to be mandatorily followed by the employer(management) even in the case of casual worker or daily wager, particularly when such workmen has completed 240 days in a calendar year. As discussed above, workman herein has worked for nearly 4 years regularly to the satisfaction of the management. Therefore, there is no merit in the contention of the management that employment of the workman herein was for a specific period qua specific project when no such evidence has been led clearly by the management. Even in that eventuality, management cannot bypass the mandate contained in Section 25F of the Act, which is to be followed in letter and spirit. This Tribunal also cannot ignore the fact that provision of the Act as well as other allied enactments are made to protect the interest of hapless workers whose services are normally being hired and fired by the management in an arbitrary and capricious manner. Net result of the discussion is that discharge/termination of services of the workman herein constitutes retrenchment, notwithstanding the fact that the workman was initially engaged as a daily wager for 89 days and thereafter continued on contract basis. This Tribunal cannot ignore the fact that recruitment of the workman was done by inviting application from the employment exchange and later on by way of open advertisement in the market. It is not a case of back door entry. Since work in the present case is not seasonal or temporary in nature, as such this Tribunal is of the considered opinion that the work being regular and perennial in nature is required to be performed by such workmen who are sincere and diligent in performance of duties. Workman, in the case in hand fulfills all such attributes. When Board of Directors in its meeting held on 10.04.2013 Ex.PW1/7 had approved the project for further period, in that eventuality, it was expected from the management to recall the workman herein and continue him in the employment. By not doing so, management has dealt a crippling blow to the provisions of the Act.

17. Since the workman herein has specifically alleged that he has not been paid wages after 31.03.2013 though he has worked for April and May as is clear from his statement as well as attendance rolls Ex.PW1/4 and Ex.PW1/5, as such, management is legally bound to pay wages/salary to the workman for the said period. Not only this, when order of discharge/termination is totally illegal as management discontinued services of the workman without any rhyme or reason, as such, this Tribunal is of the opinion that the workman is liable to be reinstated with full back wages to which the workman was entitled from 31.05.2013. Both these issues are decided accordingly. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 18, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1589.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल कौंसिल ऑफ एजुकेशनल रिसर्च एंड ट्रेनिंग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ सं. 3/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th July, 2016

S.O. 1589.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 3/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the National Council of Educational Research and Training and their workman, which was received by the Central Government on 21.07.2016.

[No. L-42025/03/2016-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DELHI

ID No. 3/2014

Shri Kundan,
S/o Shri Ram Sharan,
R/o House No. 773, Sector 6,
R.K. Puram, New Delhi – 110 022

...Workman

Versus

National Council of Educational Research and Training,
Through
The Principal Officer,
Shri Aurbindo Marg,
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...Management

AWARD

The present dispute has been raised by Shri Kundan, the workman herein under the provisions of sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act) with the averments that he was employed with the management vide letter appointment order dated 03.08.2009 since 21.07.2009 to 31.03.2010 as Peon-cum-Messenger (MTS) Workman joined services and since then continued to serve the management till 31.03.2013 without any interruption of service, under the Department of Elementary Education in Early Literacy Programme run by NCERT (management). Order of appointment of the workman is Annexure I. It is also specifically mentioned that his employment was sponsored through Employment Exchange. The above daily wage appointment was made by the management under various orders dated 09.06.2010 for the period from 01.04.2000 to 31.03.2011, which is annexure II. Again vide order dated 12.08.2011, his services were extended from 01.04.2011 to 31.03.2012, on the basis of appointment letter dated 12.07.2007, wherein salary of Rs.10000.00 was paid to the workman, copy of which is Annexure III. The service of the workman vide sanction order dated 17.08.2012 was extended from 01.04.2012 to 31.03.2013, copy of which is Annexure IV.

2. There are also averments that due to regular need of services of the workman as well as due good performance of the workman, certificates were issued by professors and Head Of Departments to the effect that the workman was efficient and carries his responsibilities with complete commitments. Each appointment was for more than 240 days in a year without gap of even a single day.

3. Even after 31.03.2013, the workman continued to serve the management upto 16.05.2013 but was not allowed to continue thereafter as approval of service of the claimant could not be obtained by the competent authority as desired. He was suddenly terminated on 17.05.2013, though vide sanction dated 25.04.2013, his term was to continue upto 31.03.2014. Copy of sanction order is Annexure V –A and V-B.

4. The workman herein continuously worked for more than 3 years and 8 months, when his services were suddenly discontinued on 17.05.2013 by saying that services of the claimant have not been approved for future in the department by the competent authority. It is specific to mention that salary for the period 01.04.2013 to 17.05.2013 has not been paid for the work taken by the management. Approval of services of the workman was also obtained from

the competent authority vide sanction order dated 16.08.2012. This was communicated to all the concerned by the Head of Department, Elementary Education, New Delhi vide letter dated 17.08.2012. After the said approval, it was advised that no approval of the services of the claimant can be obtained, hence claimant was not allowed after 17.05.2013.

5. There are averments that thereafter workmen filed complaint before the Assistant Labour Commissioner, New Delhi against the management to settle the dispute between the parties. No settlement could be arrived at within a period of 45 days and the Assistant Labour Commissioner issued certificate to the workman vide Annexure VI. Finally, the workman has claimed full back wages since termination on 17.05.2013 @ of last drawn wages of Rs.14,720.00 alongwith increments etc. on account of illegal discharge/dismissal/termination from services by the management without complying with provisions of the Act. Prayer has been made to continue the workmen in service as a regular employee from 17.05.2013.

6. Management was put to notice who has filed reply to the claim petition and taken various preliminary objections, including maintainability, reference being bad, case not being espoused by a trade union. It is specifically alleged that the workman was engaged as a Peon cum Messenger on daily wage basis with effect from 21.07.2009 to 31.03.2010. Thereafter, his services were extended from time to time on yearly basis after getting project approval from Board of Ministry of HRD till 31.03.2013. There is no legal right whatsoever to continue the workman in services thereafter. Appointment of the workman was for specific project and the project is a time bound programme.

7. Until now, management of NCERT was directly engaging project staff from consultants, DTP operators down to Multi Tasking Staff. However, NCERT in its 121st Finance committee meeting held on 29.02.2012 approved remuneration to be paid to the contractual posts and future appointments. Director, NCERT on 01.04.2013 directed that they cannot continue till approval is there from Ministry of HRD. They may be given break and may resume it as and when approval comes. Director, NCERT on 13.05.2013 decided that Multi Tasking Staff be provided by BVG India Ltd. from May 2013. Contract for providing manpower in the category of DTP operators, Computer Operators and MTS was given to BVG India Ltd with effect from 01.04.2012. While many other erstwhile workmen in the categories have registered themselves with BVG India Ltd and presently working on the project. However, workman herein has refused to be employed through independent contractor. Management has denied the other averments made by the claimant.

8. Against this factual Background, this Tribunal on the basis of pleadings of the parties, vide a order dated 14.02.2014 framed the following issues:

- (i) Whether management is not an 'industry' within the meaning of section 2(j) of the Industrial Disputes Act, 1947?
- (ii) Whether the claimant was engaged for a specific period against a specific work? If yes, its effects.
- (iii) Whether claimant is entitled to relief of reinstatement in service of the management?

9. Claimant in order to prove its case against the management examined himself as WW1 and tendered in evidence documents Ex.PW1/1 to Ex.PW1/7. Management in order to rebut the case of the claimant examined Ms.Sushila Sharma as MW1, who has also tendered in evidence various documents (Ex.MW1/1 to Ex.MW1/6) pertaining to the above projects, in which the workman herein was employed.

10. I have heard Shri Brijender Kulshreshtha, learned authorized representative for the workman and Ms.Deepa Rai, learned authorized representative for the management.

10. Question whether management in the case in hand falls within the definition of 'industry' under section 2(j) of the Act was not seriously pressed by the learned authorized representative for the management. Even otherwise, it is clear from the definition of 'industry' as contained in section 2(j) of the Act, that any business, trade, undertaking, manufacture, or calling of employers, including any service, employment, or industrial occupation or avocation of workmen falls within the ambit of industry. Learned authorized representative for the management could not spell as to how NCERT does not fall within the definition of industry. Admittedly, NCERT is not performing any kind of sovereign functions. There are several cases in the Courts wherein NCERT has been arrayed as a party. Merely because the Government has administrative control over NCERT, it does not ipso facto follow that it is exempted from provisions of the Act. There are several departments of the Government which fall within the ambit of industry under section 2(j) of the Act. In Bangalore Water Supply and Sewerage Board vs. Rajappa (AIR 1978 S.C. 548), the Supreme Court laid down a three-fold test for determining whether an undertaking is an "industry" within the meaning of section 2(j) of the Industrial Disputes Act, 1947. The ingredients necessary are (i) systematic activity, (ii) organized by co-operation "between employer and employee, and (iii) production and /or distribution of goods and services calculated to satisfy human wants and desires. The test that was laid down by the Supreme Court was functional in nature

emphasizing the aspect of employer-employee relations. In paragraph 111 of the judgment, however, the Supreme Court carved out an exception. The Court noted that the very image of the expression “industry” denotes a plurality of workmen and not a case where an isolated employment is provided to a workman or assistant.

11. It is necessary to mention here that judgment in Bangalore Water Supply’s case (supra) still holds the field and after this decision the question to be asked is not what is an Industry, but what is not an industry. The issue is, therefore, decided accordingly.

Issue No.II and III

12. Both these issues are being taken up together for the purpose of discussion as they are inter-related and can be conveniently disposed of. Shri Brijender Kulshresth appearing on behalf of the workman argued that it is clear from pleadings of the parties that the workman herein was initially appointed with effect from 21.07.2009 and his service was continued by the management from time to time. Lastly, he was given an unceremonial exit by the management in May 2013 without any rhyme or reason. Learned authorized representative for the claimant proceeded to argue that the workman has completed more than 240 days in a calendar year and has worked for nearly 4 years regularly as is clear from evidence on record. As such, the workman was required to be issued notice in terms of provisions of Section 25F of the Act. Since procedure has not been followed, therefore, in the contention of the workman, discharge/termination of the workman herein from 17.05.2013 is totally illegal and void. Workman has sought reinstatement in service with full back wages. Learned authorized representative for the claimant invited attention of the court to the various documents to show that the workman was performing his duties sincerely and diligently without a break and the management has not given extension to the workman despite the fact that there was approval for the same from the Government.

13. Per contra, Ms.Deepa Rai, authorized representative for the management urged that employment given to the workman herein was not regular in nature and workman was appointed for a specific period against a specific project initially for 89 days with effect from 21.07.2009 vide letter dated 03.08.2009. Learned authorized representative for the management, in all fairness, admitted thereafter that services of the workman was extended from time to time on yearly basis after approval from the Board of Ministry of HRD till 31.03.2013. Since the project was over, thereafter, his service was not required, as such, workman has no legal right to continue in service. It is not a case of temporary or ad hoc appointment against any regular sanctioned post.

14. After hearing learned authorized representative for the respective parties and perusal of the entire record, I am of the view that there is considerable force in the contentions of the workman. It is neither in doubt nor in dispute that the workman herein was engaged as Peon-cum-Messenger (MTS) by the management for 89 days with effect from 21.07.2009. It is clear from perusal of Ex.PW1/1 that the workman Shri Kundan was appointed as a daily wagger with effect from 21.07.2009 till 31.03.2010. There is another letter Ex.PW1/2 dated 09.06.2010, which shows that service of the workman herein was extended from 01.04.2010 to 31.03.2011@ or Rs.7,750.00 as salary. Letter Ex.PW1/3 dated 12.08.2011 shows that service of the workman here was extended from 01.04.2011 to 31.03.2012@ or Rs.10,000.00 as salary. Affidavit filed on behalf of the management is that of Ms.Sushil Sharma, Assistant Programme Co-ordinator. She has averred in the affidavit that she has been working with management and she was promoted in November 2003 as Assistant Programme Co-ordinator. Ms.Sharma has further alleged in para 3 that appointment of workman herein was for a specific period under Government of India and the management has only implementing agency. She has also mentioned about payment of salary by the management to the workman. She has also admitted that appointment of the workman was done by the management through Employment Exchange for a period of 89 days. However, before completion of 89 days, workman was taken on contract basis for a period of one year through open advertisement. She has found services of the workman to be quite satisfactory. She further deposed that in the new project, workmen continued on the post till his termination on 17.05.2013. She further stated that cheques for payment of wages of the workman is signed by the management. Thereafter, same is sent to the agency for payment of salary to the workman. She has admitted letter Ex.PW1/7 which is in fact the minutes of 191st meeting of the Project Approval Board held on 10.04.2013. In the above meeting, members of the Board have considered annual work plan and budget for the States of Himachal Pradesh, Tripura, Tamil Nadu and national capital territory of Delhi. It is clear from perusal of minutes as well as documents annexed with the minutes that 2 Multi Tasking Staff have been shown in the project staff. There is also mention of salary as Rs.9,594.00 per month. Workman admittedly at the time of his termination of his job, was working as Peon-cum-Messenger(MTS). It is further clear from documents Ex.PW1/7 that the above project was to continue even after May 2013. There is considerable force in the statement of the workman that in fact he has worked upto May 2013. In this regard, attention of the court was invited to Ex.PW1/4 which is copy of attendance roll for the month of April 2013 and Ex.PW1/5 for the month of May 2013. There is mention of the name of Shri Anshul Gupta in the attendance rolls. Strangely enough, learned authorized representative for the management has not impeached validity of this document when the same was exhibited by the workman during the course of his evidence. Original of the same are supposed to be in possession of the management who is the appointing as well as controlling authority of the workman. Even if any hanky-panky or

commission of forgery in preparation of the documents Ex.PW1/4 and Ex.PW1/5 was there, the same should have been pointed out by the competent official of the management. Bare perusal of these documents would show on the face of it to be a genuine document and there is no cutting on the attendance roll in the month of April 2013 and May 2013. Same appears to have been prepared in the ordinary course of duty and as such cannot be ignored by this Tribunal when question of employment of the workman herein is at stake.

15. Now, the vital question which requires determination is whether the discharge/termination of the workman herein is in violation of provisions of Section 25F of the Act. Admittedly, workman herein has worked for nearly 4 years right from May 2009 till May 2013. It is not the case of the management that the workman has not completed 240 days in a calendar year. There is nothing on record to show that further appointment was only for a specific project. It is pertinent to mention here that Ms.Sushila Sharma while appearing as MW1 has clearly deposed that the workman herein was initially engaged as a daily wager for 89 days through employment exchange. However, he was taken on contract for one year but there is admission by the management that his services was taken on contract and he was engaged for one year only. Even if it is assumed that the said employee was engaged for one year only, in that eventuality also management is required to follow mandate contained in Section 25F of the Act, which clearly provides that any workman has been working in any industry for a continuous period of one year under an employer, the said workman cannot be retrenched by the employer unless the has been given one months' notice in writing indicating the reasons for retrenchment or workman has been paid one month's wages in lieu thereof. There is a plethora of precedents of the Hon'ble Apex Court as well as of various High Courts to the effect that procedure contained under Section 25 F of the Act is required to be mandatorily followed by the employer(management) even in the case of casual worker or daily wager, particularly when such workmen has completed 240 days in a calendar year. As discussed above, workman herein has worked for nearly 4 years regularly to the satisfaction of the management. Therefore, there is no merit in the contention of the management that employment of the workman herein was for a specific period qua specific project when no such evidence has been led clearly by the management. Even in that eventuality, management cannot bypass the mandate contained in Section 25F of the Act, which is to be followed in letter and spirit. This Tribunal also cannot ignore the fact that provision of the Act as well as other allied enactments are made to protect the interest of hapless workers whose services are normally being hired and fired by the management in an arbitrary and capricious manner. Net result of the discussion is that discharge/termination of services of the workman herein constitutes retrenchment, notwithstanding the fact that the workman was initially engaged as a daily wager for 89 days and thereafter continued on contract basis. This Tribunal cannot ignore the fact that recruitment of the workman was done by inviting application from the employment exchange and later on by way of open advertisement in the market. It is not a case of back door entry. Since work in the present case is not seasonal or temporary in nature, as such this Tribunal is of the considered opinion that the work being regular and perennial in nature is required to be performed by such workmen who are sincere and diligent in performance of duties. Workman, in the case in hand fulfills all such attributes. When Board of Directors in its meeting held on 10.04.2013 Ex.PW1/7 had approved the project for further period, in that eventuality, it was expected from the management to recall the workman herein and continue him in the employment. By not doing so, management has dealt a crippling blow to the provisions of the Act.

16. Since the workman herein has specifically alleged that he has not been paid wages after 31.03.2013 though he has worked for April and May as is clear from his statement as well as attendance rolls Ex.PW1/4 and Ex.PW1/5, as such, management is legally bound to pay wages/salary to the workman for the said period. Not only this,, when order of discharge/termination is totally illegal as management discontinued services of the workman without any rhyme or reason, as such, this Tribunal is of the opinion that the workman is liable to be reinstated with full back wages to which the workman was entitled from 31.05.2013. Both these issues are decided accordingly. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 18, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1590.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एमएमटीसी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ आईडी सं. (सीजीआईटीए) 143/2006] को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-42012/14/2006-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th July, 2016

S.O. 1590.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [I.D. Reference No. (CGITA) 143/2006] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the MMTC Ltd. and their workman, which was received by the Central Government on 25.07.2016.

[No. L-42012/14/2006-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 13th July, 2016

Reference : (CGITA) No. 143/2006

The General Manager (P),
MMTC Ltd. Core I, Scope Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003

...First Party

V/s

Shri Gopal Das,
C/o Jagdish Kirana Dukan, New Sunderpuri,
Marzid Area, Gopalpuri, Gandhidham,
Kutch – 370201

...Second Party

For the First Party : Mr. Amarnath M. Bhatt

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42012/14/2006-IR (DU) dated 29.06.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of MMCT Ltd., New Delhi in discharging the services of Shri Gopal Das, worker vide their order dtd. 30.03.2005 is legal and justified? If not, what relief the workman concerned is entitled to?”

1. The reference dates back to 29.06.2006. The second party submitted the statement of claim Ext. 3 on 27.02.2007 and first party submitted the vakalatpatra Ext. 4 & 11 on 07.05.2007 and 11.06.2012 along with written statement Ext. 12. But since then second party has not been present and has also not lead his evidence despite giving dozens of opportunities even in his absence. Thus, in the said circumstances, the tribunal has no option but to dismiss the reference as not pressed and in non-prosecution of the case by the second party.

Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 जुलाई, 2016

का.आ. 1591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चीफ पोस्ट मास्टर जनरल, अहमदाबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ आईडी सं. (सीजीआईटीए) 378/2004] को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-40011/36/2000-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th July, 2016

S.O. 1591.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [I.D. Reference No. (CGITA) 378/2004] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Chief Post Master General, Ahmedabad and their workman, which was received by the Central Government on 25.07.2016.

[No. L-40011/36/2000-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 14th July, 2016

Reference : (CGITA) No. 378/2004

The Chief Post Master General,
Gujarat Circle, Khanpur,
Ahmedabad (Gujarat) – 380001

...First Party

V/s

The Secretary,
Bharatiya Karmachari Akhikar Sangh,
4, Deeplex Apartments, 1st Floor, Nehru Park,
Vastrapur, Ahmedabad (Gujarat) – 380001

...Second Party

For the First Party : Shri P.M. Rami
For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40011/36/2000-IR (DU) dated 22.03.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of P & T is justified in transferring senior most pharmacist working as Storekeeper back as Pharmacist? If not, to what relief these concerned Store Keeper are entitled?”

1. The reference dates back to 22.03.2001. The second party Bharatiya Karmachari Akhikar Sangh submitted the statement of claim Ext. 4 on 20.06.2001 along with application for interim relief Ext. 5. First party submitted the written statement cum reply Ext. 7 to the interim application and demand of second party moved by the second party on 04.07.2001 along with the 6 documents vide index Ext. 8. Second party submitted the memorandum Ext. 10 on 13.07.2001. The second party also moved the application Ext. 11 for asking the first party to submit the documents list in the application. Consequently, first party submitted the documents vide Ext. 30. Since then, the second party has not been leading evidence despite giving dozens of opportunities. The learned counsel for the second party was also present today and he submitted the court that his client has not been in his contact and asks the court to pass the appropriate order.

2. The learned counsel for the first party has moved an application Ext. 29 alleging that the second party/workman has been absent on every date. Therefore, the case is decided in the absence of the workman.
3. Seeing the aforesaid circumstances and submission of both the counsels, it is indicated that the second party/workman is not willing to prosecute the case.
4. Thus, the case is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं दो अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1307/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/96/2000-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1592.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1307/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & 2 other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/96/2000-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1307/2004

1. The Group General Manager (P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore, Surat (Gujarat)- 394518
2. M/s Sagar Construction,
Near Tapi Bridge, Tax Plaza, Kagdaila ONGC Road,
Surat (Gujarat) – 394518
3. M/s International Engg. & Marine Work,
Bandra Mariam Co-op Housing Society Ltd.,
B/92, St. Sabastian Road, Mumbai – 400050

...First Party

V/s

Shri Dharmandrabhai Bhagwanji,
At. Bhatpur,
Taluka Choryasi, Surat (Gujarat)

...Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/96/2000-IR(M) dated 13.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

1. "Whether the contract between the management of ONGC Ltd., Hazira Project, Surat & the contractor M/s Sagar Construction in respect of the contractual workman Shri DharmandrabhaiBhagwanji is sham & bogus contract?"
2. "Whether the demand of the workman Sh. DharmandrabhaiBhagwanji for treating/declaring him as direct and regular/permanent employee of ONGC Ltd., Hazira Project from either the date of his initial engagement with the contractor or from the date of notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri DharmandrabhaiBhagwanji is entitled and from which date and what other directions are necessary in the matter?"

1. The reference dates back to 13.07.2000. The second party submitted the statement of claim Ext. 5 on 07.11.2000 and first party submitted the written statement Ext. 10 on 10.04.2001. Since then the second party did not prefer to lead his evidence. Thus, it appears that the second party is not willing to prosecute the case.

2. Therefore, the case is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1593.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1353/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/18/2001-आई आर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1593.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1353/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/18/2001-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1353/2004

1. The Group General Manager (P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore, Surat (Gujarat)- 394518

2. M/s. Airon Corporation,
Rajmahal Road, Rhode's Kancha corner,
Baroda, Surat(Gujarat) – 390001 ...First Party

V/s

- Shri Tejal Yogeshkumar Padhya,
103, Sh. Krishna Apartment, Gayatri Society -1,
Udhanagam, Udhna, Surat (Gujarat) ...Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/18/2001-IR(M) dated 22.03.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of ONGC Ltd. through its Contractor M/s Airon Corp. in terminating the services of Sh. Tejal Yogeshkumar Padhya, ‘Attendent/Operator (A/C Plant)’ w.e.f. 30.11.2000 is proper and justified? If not, to what relief the concerned workman is entitled to?”

“Whether the demand of the workman Sh. Tejal Yogeshkumar Padhya in considering him as direct / regular employee of ONGC Ltd., w.e.f. the date of his entry in the services is legal, proper and justified? If so, to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 22.03.2001. The second party submitted the statement of claim Ext. 5 on 21.01.2002 and first party submitted the written statement Ext. 11 on 02.01.2003. Since then the second party did not prefer to lead his evidence. Thus, it appears that the second party is not willing to prosecute the case.
2. Therefore, the case is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं दो अन्य के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1360/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/20/2001-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1594.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1360/2004) of the Central Government Industrial Tribunal/Labour Court, Amedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & 2 other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/20/2001-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1360/2004

1. The Group General Manager(P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore, Surat (Gujarat)- 394518
 2. M/s. Airon Corporation,
Rajmahal Road, Rhode's Kancha corner,
Baroda, Surat(Gujarat) – 390001
 3. M/s. Paradise Refrigeration,
G-5, Orion House, Behind Resham Bhavan,
Laldarwaja, Surat (Gujarat) – 395003
- ...First Party

V/s

Shri Naveenchandra Purshottambhai Parmar,
Near Subhash Baug, Morabhaagal,
Rander Road, Distt. Surat, Surat (Gujarat).
For the First Party : None
For the Second Party : None

...Second Party

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-30012/20/2001-IR(M) dated 22.03.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

1. “Whether the action of the management of ONGC Ltd. through its Contractor M/s. Airon Corp. in terminating the services of Sh. Navinchandra Purshottambhai Parmar, ‘Attendant/Operator (A/C Plant)’ w.e.f. 30.11.2000 is proper and justified? If not, to what relief the concerned workman is entitled?”
 2. “Whether the demand of the workman Sh. NavinchandraPurshottambhaiParmarin considering him as direct / regular employee of ONGC Ltd., w.e.f. the date of his entry in the services is legal, proper and justified? If so, to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?”
1. The reference dates back to 22.03.2001. The second party submitted the statement of claim Ext. 5 on 13.08.2002 and first party submitted the written statement Ext. 12 on 02.01.2003. Since then the second party did not prefer to lead his evidence. Thus, it appears that the second party is not willing to prosecute the case.
 2. Therefore, the case is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स स्वामी स्टोन क्वारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1389/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-29012/117/2001-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1595.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1389/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Swamy Stone Quarry and their workman, which was received by the Central Government on 25.07.2016.

[No. L-29012/117/2001-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1389/2004

M/s. Swamy Stone Quarry,
At Chorwad Gaun, Post Kikkakoi,
Opp. Madal Bus Stand,
Tal Killa Songadh, Dhuliya Rd, Dt. Surat,
Surat(Gujarat)

... First Party

V/s

Shri Raju Bhupendra Gamit,
C/o Surat Labour Union,
At & post Dr. Ambedkar Commercial Centre,
11, 1st Floor, Ring Rd, Man Dharwaja,
Surat (Gujarat)

... Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/117/2001-IR(M) dated 17.05.2002 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. Swamy Stone Quarry, Surat in terminating the services of Shri Raju Bhuopendra Gamit w.e.f. 15.01.2001 is legal, proper and justified? If not, to what relief the concerned workman is entitled to and what other directions are necessary in the matter?”

1. The reference dates back to 17.05.2002. Second party submitted the statement of claim Ext. 4 on 11.12.2002. Since then, the parties are not appearing. Thus, it appears that the parties are not willing to prosecute the case.
2. Therefore, the case is dismissed in default of the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1596.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स स्वामी स्टोन क्वारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1390/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-29012/113/2001-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1596.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1390/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of M/s. Swamy Stone Quarry and their workman, which was received by the Central Government on 25.07.2016.

[No. L-29012/113/2001-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1390/2004

M/s. Swamy Stone Quarry,
At Chorwad Gaun, Post Kikkakoi,
Opp. Madal Bus Stand,
Tal Killa Songadh, Dhuliya Rd, Dt. Surat,
Surat (Gujarat)

... First Party

V/s

The General Secretary,
Surat Labour Union,
At & Post Dr. Ambedkar Commercial Centre,
11, 1st Floor, Ring Rd, Man Dharwaja,
Surat (Gujarat)

... Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/113/2001-IR(M) dated 28.05.2002 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. Swamy Stone Quarry, Surat in terminating the services of Shri Sureshbhai Dhamjibhai Gamit and 15 others (as per list attached) is legal, proper and justified? If not, to what relief the concerned workman is entitled to and what other directions are necessary in the matter?”

1. The reference dates back to 28.05.2002. Second party submitted the statement of claim Ext. 4 on 11.12.2002. Since then, the parties are not appearing. Thus, it appears that the parties are not willing to prosecute the case.
2. Therefore, the case is dismissed in default of the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1597.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स स्वामी स्टोन क्वारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1391/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-29012/116/2001-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1597.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1391/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Swamy Stone Quarry and their workman, which was received by the Central Government on 25.07.2016.

[No. L-29012/116/2001-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 21st June, 2016

Reference : (CGITA) No. 1391/2004

M/s. Swamy Stone Quarry,
At Chorwad Gaun, Post Kikkakoi,
Opp. Madal Bus Stand,
Tal Killa Songadh, Dhuliya Rd, Dt. Surat,
Surat (Gujarat)

... First Party

V/s

Shri Roopsinh Chhotubhai Gamit,
C/o Surat Labour Union,
At & Post Dr. Ambedkar Commercial Centre,
11, 1st Floor, Ring Rd, Man Dharwaja,
Surat (Gujarat)

... Second Party

For the First Party : None

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/116/2001-IR(M) dated 17.05.2002 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. Swamy Stone Quarry, Surat in terminating the services of Shri Roopsinh Chhotubhai Gamit w.e.f. 19.02.2001 is legal, proper and justified? If not, to what relief the concerned workman is entitled to and what other directions are necessary in the matter?”

1. The reference dates back to 17.05.2002. Second party submitted the statement of claim Ext. 4 on 11.12.2002. Since then, the parties are not appearing. Thus, it appears that the parties are not willing to prosecute the case.
2. Therefore, the case is dismissed in default of the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1598.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचात (संदर्भ सं. 40/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/49/2005-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1598.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2006) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/49/2005-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 22nd June, 2016

Reference : (CGITA) No. 40/2006

1. The Group General Manager(P),
ONGC Ltd., Ahmedabad Project,
Chandkheda, Ahmedabad (Gujarat)

... First Party

V/s

Shri Ganesh N. Bhindigiri,
B-6, 203, Panna Eastern Sector,
ONGC, Chandkheda,
Ahmedabad (Gujarat)

... Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party : Mr. Ishwar Saran

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/49/2005-IR(M) dated 03.04.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of ONGC, Ahmedabad in terminating the services of Shri Ganesh N. Bhindigiri, AG III w.e.f. 01.10.2003 without following the procedure of Sec. 25 F of the ID Act, 1947 is justified or legal? If not, to what relief the workman is entitled to?”

The reference dates back to 03.04.2006. Second party submitted the statement of claim Ext. 3 on 06.07.2006. First party also filed the written statement Ext. 7 on 28.06.2007. Thereafter, the second party submitted the rejoinder on 18.07.2007. Since then, the second party has been absent and has also not been leading evidence. Thus, it appears that second party has no willingness to prosecute his case. Therefore, the tribunal has no option but to dismiss the reference in default of the second party.

Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1599.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 34/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/35/2009-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1599.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2010) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/35/2009-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 27th June, 2016

Reference : (CGITA) No. 34/2010

1. The Asset Manager,
ONGC Ltd., Ankleshwar Asset
Ankleshwar (Gujarat)
2. M/s. Nirmal Contrucon,
17, Vaishali Society,
Ankleshwar

...First Party

V/s

Smt. Sardaben Dhanjibhai Motaval,
At. C-62, Welcome Nagar, Gadkhola Patiya,
Ankleshwar, Bharuch

...Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/35/2009-IR(M) dated 19.01.2010 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. Nirmal Construction, Ankleshwar, Contractor of ONGC Ltd., Ankleshwar in terminating the services of Smt. Sardaben Dhanjibhai Motaval w.e.f. 02.03.2009 is legal, proper and just? To what relief the concerned workman is entitled?”

1. The reference dates back to 19.01.2010. Second party submitted the statement of claim Ext. 7 on 04.09.2010 along with nine documents vide index Ext. 8. First party also filed the written statement Ext. 11 on 24.11.2011. Since then, the second party has not been leading evidence.
2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1600.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 01/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/4/2010-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1600.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2011) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/4/2010-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT- cum-Labour Court,
Ahmedabad,
Dated 20th June, 2016

Reference : (CGITA) No. 01/2011

1. The Chief Security Officer,
O.N.G.C. Ltd.,
Ahmedabad Project, Chandkheda,
5th Floor, AvaniBhavan,
Ahmedabad (Gujarat)
2. The Executive Director,
O.N.G.C. Ltd.,
Ahmedabad Asset, Chandkheda,
6th Floor, AvaniBhavan,
Ahmedabad (Gujarat)
3. M/s. Trig Guard Force Ltd.,
23-24, Devi Co. Op. Housing Society,
Opp. Indian Oil Nagar, Near Bus Stand,
Andheri(W), Mumbai

...First Party

V/s

The Secretary,
Shoshit Kamdar Union,
JayshariLalima Niwas,
521/3372, Ambika Nagar, GHB, Chandkheda,
Ahmedabad (Gujarat)

... Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/4/2010-IR(M) dated 17.12.2010 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Trig Guard Force Ltd., a contractor of ONGC Ltd., Ahmedabad in suspending Shri Shyampal Liladhar Rajput from service w.e.f. 10.04.2009 and not paying subsistence allowance for the period of 10.04.2009 to 09.10.2009 is legal and justified? What relief the workman is entitled to?”

1. The reference dates back to 17.12.2010. First party submitted the Vakalatpatra Ext. 7 of his advocate, Shri K.V. Gadhia associates on 06.04.2011. Both the parties were served by registered post. Second party submitted the statement of claim Ext. 9 on 28.11.2011. First party also filed written statement Ext. 10 on 16.04.2012. But since then, second party did not prefer to give his evidence. On 03.02.2016, second party was given last opportunity to lead his evidence but to no result. Thus, it appears that second party has no willingness to prosecute the reference.

2. Thus, in the light of the above, the reference is dismissed in non-prosecution of the reference by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1601.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 52/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30011/73/2011-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1601.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30011/73/2011-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 01st July, 2016

Reference : (CGITA) No. 52/2012

1. The Manager,
ONGC Ltd.,
Hazira,
Surat (Gujarat).
2. M/s. Global S.S. Construction,
C/o Asset Manager,
ONGC Ltd., Surat(Gujarat)

...First Party

V/s

The Secretary,
Surat Jilla Bharatiya Mazdoor Sangh,
B/206, Capital Complex, Beside Pratik Row House,
Hany Park Road, Adajan,
Surat (Gujarat)

... Second Party

For the First Party : Shri K.V. Gadhia Associates

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/73/2011-IR (M) dated 27.02.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the Union for regularization of services of Shri Bharat B. Manjar & 114 others (List enclosed) in the establishment of ONGC Ltd., is legal and justified? What relief the workmen are entitled to?”

1. The reference dates back to 27.02.2012. First party submitted the vakalatpatra Ext. 4 on 10.05.2012. Second party, The Secretary, Surat Jilla Bharatiya Mazdoor Sangh and first party no. 2. M/s. Global S.S. Construction, C/o Asset Manager, ONGC Ltd., Surat, were served through registered post but neither first party no. 2. M/s Global S.S. Construction, C/o Asset Manager, ONGC Ltd., Surat nor second party submitted their statement of claim despite filing of the vakalatpatra Ext. 7 by second party. First party no. 2 neither appeared nor filed the vakalatpatra of his advocate despite services.

2. This reference relates to the Industrial Disputes between first parties and second party representing the workman namely Shri Bharat B. Manjar and 114 other workmen. 23 workmen out of these 115 have withdrawn themselves from the reference on 24.02.2016, 26.04.2016, 25.04.2016 & 23.06.2016.

3. Rest of the workmen have not been responding since the beginning of this case and the second party representing the workmen, The Secretary, Surat Jilla Bharatiya Mazdoor Sangh has not been appearing and has also not filed the statement of claim. It is also noteworthy that withdrawal applications with respect to the aforesaid 23 workmen were moved through Petroleum Mazdoor Sangh. Thus, it reflects that the remaining workmen and the second party union have no intention to prosecute the case with respect to the remaining workmen.

4. Thus, in the light of the aforesaid observations, the reference is dismissed in default and non-prosecution of the second party representing the remaining workmen.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1602.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 120/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30012/38/2012-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1602.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30012/38/2012-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGI- cum-Labour Court,
Ahmedabad,
Dated 28th June, 2016

Reference : (CGITA) No. 120/2012

1. The Executive Directive,
ONGC Ltd., Ahmedabad Asset,
AvaniBhawan, Chandkheda,
Ahmedabad.
2. The General Manager (HR),
ONGC Ltd., Ahmedabad Asset,
Avani Bhawan, Chandkheda,
Ahmedabad.
3. The Chairman,
Employees Mazdoor Sabha,
C/o ONGC Ltd., AvaniBhawan,
Ground Floor, Chandkheda,
Ahmedabad

...First Party

V/s

Shri Baldev T. Parmar,
C/o Shri C.K. Parmar, Working Secretary,
Mahagujarat ONGC Kamdar Sangh,
521/3372, Ambika Nagar,
Gujarat Housing Board, Chandkheda,
Ahmedabad

...Second Party

For the First Party : Shri K.V. Gadhia, Advocate

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/38/2012-IR (M) dated 17.08.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Executive Director, ONGC Ltd., Ahmedabad in not paying minimum wages and other benefits at par with other court protected workmen to S/Shri Baldevbhai T. Parmar, Rajeshkumar Chajuram Saini, Punambhai Gopalbhai Parmar and Sureshbhai Kashibhai Gohel is legal and justified? What relief the workmen are entitled to?”

1. The reference dates back to 17.08.2012. Shri K.V. Gadhia Associates filed the vakalatpatra Ext. 7 on 05.03.2013 but despite service on the second party, second party did not prefer to submit the statement of claim.
2. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 जुलाई, 2016

का.आ. 1603.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारत पेट्रोलियम कारपोरेशन लिमिटेड एवं अन्य के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 78/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.07.2016 को प्राप्त हुआ था।

[सं. एल-30011/8/2013-आईआर (एम)]

समीर कुमार दास, अवर सचिव

New Delhi, the 28th July, 2016

S.O. 1603.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 78/2013) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Ltd. & other and their workman, which was received by the Central Government on 25.07.2016.

[No. L-30011/8/2013-IR (M)]

SAMIR KUMAR DAS, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGI- cum-Labour Court,
Ahmedabad,
Dated 29th June, 2016

Reference : (CGITA) No. 78/2013

1. The Plant Manager,
Bharat Petroleum Corporation Ltd.,
Opp. ONGC, Bhatpore, SH168,
Hazira, Surat.
2. The Proprietor,
M/s Pawan Enterprise,
93, Gayatrinagar, Ichhapore Bus Stop No. 3,
Hazira Road, Surat

...First Party

V/s

The Secretary,
Surat Jilla Bharatiya Mazdoor Sangh,
B/206, Capital Complex, Beside Pratik Row House,
Hany Park Road, Adajan, Surat

...Second Party

For the First Party : Mr. Deepak G. Shukla, Mr. Punil I. Shah

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30011/8/2013-IR (M) dated 03.04.2013 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Surat Jilla Bharatiya Mazdoor Sangh, Surat for regularization of services of Shri Kailash Sukram Shah & 14 others (list enclosed) in the establishment of Bharat Petroleum Corporation Ltd., Surat from the dated of their joining in service by treating the contract between the management of BPCL and the contractor is sham, bogus and mere paper arrangement is legal and justified? What relief the workmen are entitled to?”

1. The reference dates back to 03.04.2013. Both the parties were served by registered post. First party submitted the vakalatpatra Ext. 3 of his Advocate Mr. Deepak G. Shukla on 17.12.2015. The notice which was sent to second party by registered post returned as unserved. Thus, it appears that the second party is not willing to prosecute the case. Today on 29.06.2016, the advocate of the first party is also present. Thus, in the said circumstances, the reference is fit to be dismissed in default of the second party.

2. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

शुद्ध-पत्र

नई दिल्ली, 29 जुलाई, 2016

का.आ. 1604.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत हैवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 09/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.07.2016 को प्राप्त हुआ था। पैरा 20 की सातवीं पंक्ति में उल्लिखित कर्मकार की भर्ती की तारीख 12.08.89 के स्थान पर 21.01.1985 पढ़ा जाए।

[सं. एल-42012/133/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

CORRIGENDUM

New Delhi, the 29th July, 2016

S.O. 1604.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 09/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the BHEL and their workman, which was received by the Central Government on 28.07.2016. In the award dated 31.03.2016 “The date of engagement of the workman, mentioned as 12.08.89, in 7th line of para 20 be read as 21.01.1985”.

[No. L-42012/133/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : Rakesh Kumar, Presiding Officer

ID No. 09/2014

L-42012/133/2013-IR(DU) dated 18.02.2014

BETWEEN :

Sri Mahesh Pratap Shukla s/o Sri Lalta Pd Shukla
C/o Sri Parvez Alam, 283/63 Kh, Garhi Kanoura
(Premwati Nagar) PO Manak Nagar
Lucknow

AND

The General Manager,
HR & CP.
Bharat Heavy Electricals Limited Corporation
Insulator Plant, Jagdishpur
Sultanpur

AWARD

1. By order No. L-42012/133/2013-IR(DU) dated 18.02.2014 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Mahesh Pratap Shukla s/o Sri Lalta Pd Shukla and the General Manager, HR & CP, Bharat Heavy Electricals Limited Corporation for adjudication; and this Tribunal adjudicated the said reference vide its award dated 31.03.2016. The said award has been notified by

the Central Government vide notification dated 19.04.2016; and it has been pointed out by the workman vide his application dated 25.05.2016 that some typographical error has been committed in para 20 of the award.

2. Therefore, following correction is being incorporated in the award dated 31.03.2016 of this Tribunal :

“The date of engagement of the workman, mentioned as ‘12.08.1989’, in 7th line of para 20 be read as ‘21.01.1985’ ”.

LUCKNOW

22.07.2016

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 29 जुलाई, 2016

का.आ. 1605.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिटीडाइल इंटरप्राइजेज एंड ऑर्दर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 20/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.07.2016 को प्राप्त हुआ था।

[सं. एल-42011/03/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 29th July, 2016

S.O. 1605.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 20/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Citidale Enterprises and others and their workmen, which was received by the Central Government on 28.07.2016.

[No. L-42011/03/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Tuesday, the 19th July, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 20/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Customs and Central Excise Commissioner and Two Others and their workman)

BETWEEN :

| | | |
|--|---|--|
| The President Customs & Central Excise Casual & Contract Workers Union (Affiliated to CITU) Goubert Avenue, Beach Road Puducherry-605001 | : | 1 st Party/Petitioner Union |
|--|---|--|

AND

| | | |
|--|---|--|
| 1. M/s Citidale Enterprises Present Contractor M/s Citidale Enterprises Flat S-7, Sir Usmaal Court, New No. 63 Eldams Road, Alwarpet Chennai-600018 | : | 2 nd Party/1 st Respondent |
|--|---|--|

2. The Commissioner : 2nd Party/2nd Respondent
O/o Commissioner of Central Excise
Govt. of India, Ministry of Finance
Goubert Avenue, Beach Road
Puducherry-605001
3. Sri K. Ganesh Kumar, Contractor : 2nd Party/3rd Respondent
No. 72, Perumal Koil Street
Singiri Koil, Cuddalore District
Tamilnadu-607001

Appearance :

- | | | |
|--|---|----------------------------|
| For the 1 st Party/Petitioner Union | : | M/s R. Parthiban |
| For the 2 nd Party/1 st Respondent | : | Set Ex-parte |
| For the 2 nd Party/2 nd Respondent | : | Sri R. Aravindan, Advocate |
| For the 2 nd Party/3 rd Respondent | : | Set Ex-parte |

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42011/03/2015-IR (DU) dated 13.02.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the Union in seeking employment to Sri K. Nagappan and 10 Others (as per Annexure-(A) in the Office of Customs and Central Excise Commissioner, Puducherry as contract labourers is legal and justified?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 20/2015 and issued notice to both sides. The petitioner and the Second Respondent entered appearance and filed claim and Counter Statement respectively. Respondents 1 and 3 remained ex-parte.

3. The averments in the Claim Statement filed by the petitioner are as below:

The Petitioner Union has raised the dispute on behalf of its 11 members. The 11 members who was named in the Claim Statement were working as Scavengers in the Head Office as well as Branch Offices of the Second Respondent. Some of the members have started to work in 1993 and had continued till 2014. They were working as casual labourers on daily wage basis under the direct control of the Second Respondent. In the year 2006 a Contractor was appointed and direct payment system was abolished by the Second Respondent. One Siva Kumar who was a workman was appointed as a Contractor for 3 years. After expiry of 3 years, one Laksha Prabhu was appointed as Contractor for 1 year and thereafter Senathipathi was nominated as the Contractor. The change from direct payment system to contract labour system is in violation of Section-9A of the Industrial Disputes Act. It is an unfair labour practice. Even while the Contractors were there the Second Respondent had control and supervision over the workmen. During the year 2012 and 2013 the Third Respondent was nominated as the Contractor. But he was a Contractor for namesake. The workmen were controlled and supervised by the officials of the Second Respondent. In the year 2013-2014 the First Respondent was nominated as the Contractor. The First Respondent removed all the 11 members of the Petitioner Union and engaged his own workmen in the Offices of the 2nd Respondent. The 11 members were denied employment from 2012. The First Respondent is receiving payment from Second Respondent for engaging his own workmen. One contract employee cannot be replaced with another contract employee. The Second Respondent has denied employment to the 11 members of the Petitioner Union in collusion with the First Respondent. An order may be passed allowing the 11 members of the Petitioner Union to work in the Offices of the Second Respondent with backwages and all other benefits.

4. The Second Respondent has filed Counter Statement contending as below:

The averments in the Claim Statement are mostly frivolous and unsustainable. The Second Respondent is a Department of the Government of India and is doing sovereign function of the State such as collection of Indirect Taxes. The function of the Second Respondent is administrative in nature and it cannot be regarded as an Industry as defined under the Industrial Disputes Act. So this Tribunal has jurisdiction to adjudicate the case. The Second Respondent is not doing any business or trade. So it cannot be treated as an Undertaking and it would not come within the definition of “Industry” under the Industrial Disputes Act. It is admitted by the Petitioner that the employees were employed by Contractor. In the absence of any specific challenge regarding the validity of the contract in favour of the

other Respondents there could not have been any reference for any industrial dispute. The status of the persons raising the dispute is not of direct employees and they are not entitled to raise the dispute on their own or through the Union. The petitioner has no *locus-standi* to raise the dispute for the reason that it has no permanent employees as its members working under the Second Respondent. The employees never challenged the role of the First Respondent or the alleged change of conditions of service. Contracts given in favour of Siva Kumar and Laksha Prabhu were accepted by the employees without any reservation. So they are estopped from questioning the contract given to the Third Respondent. The employees were working only under the independent Contractor and the wages were paid only by the Contractors. The claim is liable to be dismissed.

5. The evidence in the case consists of oral evidence of WW1 and documents marked as Ext.W1 to Ext.W19 and C1 and C2.

6. **The points for consideration are:**

- (i) Whether there is justification in the demand of the petitioner in seeking employment for its 11 members as contract labourers in the Offices of the Respondent?
- (ii) What, if any are the reliefs to which the petitioner is entitled?

The Points

7. The Petitioner is a Union affiliated to CITU. The list of its 11 members are given in the Claim Statement. These are the names that are given as annexure to the schedule of reference. The case of the petitioner is that these 11 members were working in different offices of the Second Respondent as Scavengers until 2013, initially as direct employees and later under different Contractors but their control always remained with the second Respondent. But when the First Respondent was nominated as Contractor in the year 2013 they were not allowed to continue in the job but some other workers were engaged in their place. The schedule of reference is to the effect that denial of work to these workmen as contract labourers is not justifiable. The relief claimed in the Claim Statement is that they should be allowed to work in the Office of the Second Respondent. The relief portion of the Claim Statement does not specifically state against whom the relief is claimed by the petitioner.

8. The 2nd Respondent has raised different contentions against the case put forth by the petitioner. It has contended that the Second Respondent is doing the sovereign functions of the Government, it being a Department under Government of India, that it is not running any industry as defined under Section-2(j) of the ID Act, that the petitioner has no *locus-standi* to raise the dispute, the contracts entered into by the Second Respondent having been admitted and there being no permanent workers as members for the Petitioner Union, that in any case the concerned workmen are estopped from questioning the contract in favour of the Third and the First Respondent and that the petitioner has no case on facts also.

9. The case of the petitioner is that the 11 members of its Union who are named in the Claim Statement have been working with the Respondent establishment from 1993 onwards. According to the petitioner, initially they were working directly under the Second Respondent. However, subsequently they were made contract workers without informing them and without giving any notice to them under Section-9A of the ID Act.

10. The petitioner has produced the list of casual labourers who worked in the Second Respondent establishment and this is marked as Ext.W1. However, this list names only one of the 11 members referred to in the Claim Statement. The Respondent has produced Ext.C1, the list of part-time casual labourers who were engaged by the Second Respondent from 1993 to 2006 at the instance of the petitioner. This list contains the name of two of the 11 persons mentioned in the Claim Statement only. The counsel for the petitioner has pointed out that in spite of direction the Second Respondent has not produced other documents which would have revealed that other members also have been working with the Respondent as direct workers until 1996 and this calls for an adverse inference against the Second Respondent. However, even if the case of the petitioner that all the 11 workers who are named in the Claim Statement have been working in the Second Respondent establishment as direct workers are accepted the following discussion would reveal that the petitioner and its members would not be entitled to any relief for the various reasons to be given.

IS IT AN INDUSTRY

11. The initial argument that has been advanced on behalf of the second Respondent is that the Second Respondent is not carrying out any industrial activity and for this reason this Tribunal is not competent go into the dispute at all. According to the Respondent, the function of the Second Respondent could not be termed as an Industry at all. It is pointed out on behalf of the second Respondent that it is collecting duty directly or indirectly and this function of the Second Respondent cannot be termed as an Industry at all. On the other hand, the counsel for the petitioner has argued that the terms Industry has been given wide interpretation by the Apex Court as well as different High Courts and even the function of the Second Respondent come under the ambit of Industry and therefore the dispute is maintainable before this Tribunal.

12. The counsel for the petitioner has produced decisions of the Apex Court to the effect that M.P. BHAWAN, BHOPAL ESTABLISHMENT OF POSTS AND TELEGRAPHS AND DIRECTOR OF POSTAL SERVICES come under the definition of Industry. Decisions of various High Courts are produced to show that Irrigation Department, Municipality, Government Central Press, Karnataka, Tamil Nadu Village and Cottage Industries, Mess Committee for Trainees of Railways, Central Cattle Breeding Farm, Syndicate Agricultural and Rural Development Foundation, Archaeological Department, Export Inspection Council of India, District Red Cross Society, Sports Authority of India, State Farm Management of India are all Industries. In answer to this, the counsel for the Second Respondent has referred to cases where certain establishments were held to be not Industry. The Apex Court has held in the decision in PHYSICAL RESEARCH LABORATORY VS. K.G. SHARMA reported in 1997 2 LLJ 625 that physical Research Laboratory is not an Industry. It was held here that an institution engaged in pure research in space science was not conducting research for the benefit or use of other and the results of the research were not sold and therefore it was not engaged in activity which can be called business, trade or manufacture so as to make it an industry. So the establishment was held not to be not an Industry. In the decision in SUBHASH BASKAR GADRE VS. SECOND LABOUR COURT AND OTHERS reported in 1993 1 LLJ 1001 it was held that a circulating library is not an industry. It was observed that on the facts and circumstances of the case none of the ingredients set out by the BANGALORE WATERWORKS case existed, that it is difficult to conclude that there is systematic activity in running the circulating library and the element of production and the distribution of goods and services calculated to satisfy human wants is also not strictly in existence and so the library could not be treated as an Industry. In the decision in VINOD RAI N RATNOTAR VS. STATE OF GUJARAT reported in 1992 1 LLJ 388 it was held that Government Secretariat of State of Gujarat is not an Industry within the meaning of the Industrial Disputes Act. It was held that the government function of the administration cannot possibly be regarded to be a welfare activity or an economic adventure undertaken by the Government Administration.

13. What is the function of the Second Respondent? There is no dispute regarding this. WW1, the President of Petitioner Union has admitted during his cross-examination that except collection of Excise Duty the Second Respondent is not doing any other function. This action of the Second Respondent cannot be treated as any business, trade, undertaking, manufacture, calling, calling service, employment handicraft, industrial occupation or avocation of workmen as defined in the Industrial Disputes Act. So the very case of the petitioner that the Second Respondent is an Industrial establishment is to be rejected.

Is the activity of the Second Respondent a Sovereign Function

14. It has been argued on behalf of the Second Respondent that it is not only that the second Respondent does not come under the definition of Industry but its activity come under the Sovereign Function of the Government. As already pointed out, the only activity of the Second Respondent is collection of Excise Duty. According to the Second Respondent this is nothing but sovereign function of the Government. What are the circumstances under which a particular department or establishment is exempted from the term Industrial establishment for the reason that it is engaged in Sovereign Function? The counsel for the Second Respondent has referred to various dictums laid down by the Apex Court as well as other High Courts in this respect. In the decision in CHIEF CONSERVATOR OF FORESTS AND ANOTHER VS. JAGANNATH MARUTI KONDARI AND OTHERS reported in 1992 2 SCC 293, while considering the scope of Industry, the Apex Court has held that the dichotomy of Sovereign and Non-Sovereign functions of the State does not really exist and whether a particular function of the State is or is not a sovereign function depends on the nature of power and manner of its exercise. On the facts of the case it was held that Pachgaon Parwati Scheme in Pune District and Social Forestry Work in Ahmadnagar District undertaken by the Forest Department of the State Government of Maharashtra are covered by the definition of Industry. In the decision in AGRICULTURAL PRODUCE MARKET COMMITTEE VS. ASHOK HARIKUNI AND ANOTHER reported in 2000 8 SCC 61 the Apex Court reiterated that whether a particular power relates to sovereign functions depends on the nature of the power and the manner of its exercise. Earlier the Apex Court has held defence of the country, raising armed forces, making peace or war, foreign affairs and power to acquire and retain territory are sovereign functions. It was further held that the welfare activity of the State could not be construed as sovereign exercise of power. Every governmental function need not be sovereign, it was held. In the decision in KANHAIYALAL VS. STATE OF RAJASTHAN AND OTHERS reported in 1994 2 LLJ 474 it has been observed that the functions of the State are not confined only to what are known as sovereign or legal or government functions such as enactment of laws, administration of law and justice, maintaining law and order, etc. In the decision in NARAIN GURJAR VS. UNION OF INDIA AND OTHERS reported in 1993 1 LLJ 913 the Rajasthan High Court has decided directly on the point. It was held that Central Excise and Customs Department does not fall in the definition of Industry as provided under Section-2(j) of the Industrial Disputes Act. The counsel for the petitioner has not brought to my attention any decision of the Apex Court contrary to this.

15. A function which is of sovereign in nature means a function which can be carried out by the State alone. Collecting of Excise Duty is a function which cannot be done by a private establishment. It is the prerogative of the State to collect duty, tax, etc. when viewed in this perspective necessarily collection of duty must come under the

exemption elaborated by the Apex Court for the term Industry. So it is not only that the Second Respondent is not conducting an Industry but it is carrying out an activity which is sovereign in nature also.

Is Section-9A of the Industrial Disputes Act applicable to the case

16. Assuming that the Second Respondent is coming under the term Industry as defined in Section-2(k) of the Industrial Disputes Act, is there any basis for in the contention of the Respondent that the concerned workmen who were direct employees were later converted to contract labourers without giving any notice under Section-9A of the Industrial Disputes Act? In fact there is no reason for the petitioner for raising such a contention at all. The schedule of reference does not spell out a case that the concerned workmen who were working directly under the Second Respondent were wrongly converted as contract labourers. On the other hand, the reference is only questioning the termination of the concerned workmen from their position as contract labourers. On going through the documents on the side of the petitioner it could be seen that it is not by mistake such a reference is made but throughout it was the stand of the petitioner that the concerned workmen were thrown out from their position as contract labourers after the First Respondent was inducted as the Contractor. It could be seen from Ext.W9, a letter written by the President and Secretary of the Union to the Assistant Labour Commissioner that they have admitted in the same that they were working as contract labourers for 8 years. The letter seeks to take action against the Contractor since he was not having a valid license. Ext.W10 is also addressed to Labour Commissioner. In this the Union seeks increase in the wages from the Contractor. Ext.W12 is also a letter from the Union to the Labour Enforcement Officer (Central) complaining of short payment by the Contractor. Ext.W13 is another such letter addressing the Deputy Labour Commissioner. Ext.W14 is also a letter by the Union to the Assistant Labour Commissioner (Central) complaining that salary was not paid April 2014 and also there was reduction in the salary also. In Ext.W15, another such letter it is alleged that the Contractor has denied employment and in the meanwhile a new Contractor has been awarded the contract. Apart from all these there is Ext.C2 order by the Deputy Chief Labour Commissioner (Central) on 18.05.2015 to the complaint given by the Union against the Third Respondent and the Second Respondent. The complaint in this is that they were engaged by the First Respondent, the Contractor in house-keeping work under the Second Respondent and have not been paid salary for a particular period. They are seeking direction from the Deputy Chief Labour Commissioner (Central) for payment of arrears of wages. The Deputy Chief Labour Commissioner (Central) directed the Third Respondent, the Contractor to pay the amount and also compensation. There is also a direction to the Second Respondent that if the Third Respondent fails to make payment it is to be paid to the workmen and the amount is to be recovered from the amount payable to the Contractor. Thus it is very much apparent from Ext.C2 order that the case of the petitioner throughout was that they were contract labourers. The order in Ext.C2 also is to this effect.

17. The admission made by WW1 during his cross-examination also would show that the workmen have accepted their position as contract labourers without any demur. Even in the Claim Statement it is stated that Laksha Prabhu, Siva Kumar and Ganesh Kumar, the Third Respondent were Contractors earlier. WW1 admitted during his cross-examination that while those persons were acting as Contractors the worker did not raise any objection. He also stated during his examination that as per the procedure followed by the Second Respondent Contractors were appointed only for a particular period. It was done after calling open tenders. He then stated that the claim made before the Labour Commissioner is that the workmen should be allowed to work as casual labourers with the Contractors and it was on that basis the Government has made the reference to this Tribunal for adjudication. He further stated that the Union did not question the legality of the contract executed by the Contractors and this issue is not a part of the reference also. He even admitted that the Contractor used to supervise the work and the Contractor used to visit the Office occasionally for this purpose. Thus even in the evidence of WW1 there is nothing to show that the conversion from direct employment to contract employment was ever resisted, objected to or any dispute was raised regarding the same.

18. The counsel for the petitioner has argued with reference to the decision in VOLTAS LIMITED VS. STATE OF MAHARASHTRA AND OTHERS reported in 2013 4 LLN 121 (Bombay) that a narrow interpretation of the terms of reference should not be made. The High Court has held in the above case that the terms of reference are never to be construed pedantically and the order making a reference has to be read alongwith pleadings of the parties and other circumstances with a view to cull out therefrom the various points about which the parties at variance leading to the dispute and to determine the real nature of the dispute. In the same decision it is also observed that as long as the parties do not travel way beyond the terms of reference the Tribunal will be well within its jurisdiction in adjudicating the dispute between the parties. So it is clear from the above decision itself that the contentions raised should not be those travelling away from the terms of reference but should come within the terms of reference itself. The decision of the Apex Court in TATA IRON AND STEEL COMPANY LTD. VS. STATE OF JHARKHAND AND OTHERS reported in 2014 1 SCC 536 was referred to on behalf of the Respondent in this respect. Here the Apex Court has held that the Tribunal has to confine itself within the scope of the subject matter of reference and cannot travel beyond the same. It was observed that for this reason it becomes the bounden duty of the appropriate government to make the reference appropriately which is reflective of real/exact nature of the dispute between the parties.

19. When considered in the light of dictum laid down in the above decisions it is very much clear that the argument advanced on behalf of the petitioner that violation of Section-9A of the Industrial Disputes Act as a matter for consideration and adjudication could not be accepted. When there was never a case for the petitioner and no reference was made on that aspect it cannot be subject matter of consideration merely because a contention to this effect is raised in the Claim Statement. Even the case in the Claim Statement is contradictory in nature in the sense that even while such a case is raised the relief claimed is for work as a contract labourer itself under the First Respondent and not for direct employment with the Second Respondent.

20. The counsel for the petitioner has referred to the decision of the Apex Court in *WORKMEN OF FOOD CORPORATION OF INDIA VS. FOOD CORPORATION OF INDIA* reported in 1985 2 SCC 136 in support of his contention that there was no justification for the Second Respondent converting the concerned workmen as contract labourers. In the above decision it has been held that once the workman had worked as the workman of the Food Corporation it was not open to the Corporation to induct a Contractor and treat its workmen as the workmen of the Contractor. This is a settled proposition of law, no doubt. However, in the scenario of the present case the dictum laid down by the Apex Court has no application. For one thing, there is no contention that such a change has been made. On the other hand, the case throughout is accepting the position as contractual workmen and questioning denial of work in that capacity. So the contention raised by the petitioner in this respect also is to be rejected.

On the case that one Contract Worker cannot be substituted by another

21. The case of the petitioner is that from 2006 onwards the concerned workmen were working in the Second Respondent establishment under one or other Contractors and they continued to work in spite of change of contractors, but some of them were denied work when Third Respondent was inducted as Contractor and all of them when the First Respondent was made the Contractor. According to the counsel for the petitioner this action of the First Respondent in denying work to the concerned workmen and substituting them by new contract workmen is not legal or proper. The counsel has referred to various decisions in support of his contention. The basis for the contention is the decision in *STATE OF KARNATAKA VS. UMADEVI AND OTHERS* reported in 2004 (4) SCC 1. It was held in the above case that ad-hoc or temporary employee should not be replaced by another ad-hoc or temporary employee, but must be replaced only by a regularly selected employee. This dictum laid down by the Apex Court is not of any help to the petitioner. In the present case the Second Respondent did not remove one temporary employee to be replaced by another ad-hoc or temporary employee. All the contract workmen were working under the Third Respondent. When the First Respondent was inducted as the Contractor he did not employ any of the workmen of the Third Respondent but employed his own men as workmen. The other decisions relied upon by the counsel for the petitioner also are not helpful to substantiate his stand. The counsel has referred to the decision of the Allahabad High Court in *RAMBRIJ DIXIT VS. STATE OF UP* dated 10.08.2005. In the above case the concerned workman was working as Computer Programmer. He was given contract for work for a period of six months and it was extended time and again for 6 months each time. When extension was not given he approached the High Court and it was held that he cannot be replaced by another temporary employee. As could be seen, in the above case also the employee was directly employed. It was not an appointment through a contractual agency. The counsel has also referred to the decision of the PUNJAB AND HARYANA HIGH COURT in *SUMER SINGH YADAV AND OTHERS VS. DAKSHIN HARYANA BIJLI VITRAN LTD. AND OTHERS* on 02.09.2009. In the above case an Assistant Lineman and a Shift Attendant of the First Respondent had approached the High Court for a direction to the Respondents not to terminate their service till regular incumbents are appointed. It was held in the above case that the petitioners have no legal right to continue in the post after expiry of the contract period but it was directed that the Contractor to be inducted should give preference to the petitioners when workmen are being engaged. Reference was also made to the decision of the Apex Court in *DEEPALI GUNDU SURWASE VS. KRANTI JUNIOR ADHYAPAK MAHAVIDYALAYA* reported in 2013 9 SCR 1. In the above case the appellant was appointed as a Teacher in a Primary School. Reinstatement was ordered on finding that there was wrongful termination. However, in the above case also the appellant was directly employed by the School. In the recent decision of Delhi High Court referred to by the counsel for the petitioner also the concerned workmen were working directly and not through the Contractor. In the decision of the Delhi High Court in *ABHINAV CHAUDHARY AND OTHERS VS. DELHI TECHNOLOGICAL UNIVERSITY* decided on 20.01.2015, the concerned petitioners were working as Assistant Professors for a contractual period. When they were about to be replaced they have approached the High Court for redressal of their grievance. It was held that since one contractual employee cannot be replaced by another contract employee the petitioners are entitled to the relief claimed. It is to be borne in mind that the petitioners in the case are referred to as contractual employees in the sense that the employment contract as there between the employer and the employee for a particular period. It was not a case of engagement through a contractual agency. It was direct employment on contract basis and the payment was being made directly. If the Third Respondent who was the Contractor had replaced the member of the Petitioner Union who are its workmen with another set of workmen the dictum would have applied. The Second Respondent could not be stated to be responsible for the action of the First Respondent in taking another set of workmen as his workmen after he was inducted as the Contractor. So the contention raised by the petitioner in this respect also is to be rejected.

On Maintainability

22. The Respondent has raised yet another contention that the dispute is not maintainable against the Second Respondent, the same having been raised by a Union, none of the members of which are regular workmen. The counsel for the petitioner has referred to the decision in *BHARAT SANCHAR NIGAM LIMITED VS. INDUSTRIAL TRIBUNAL* reported in 2008 3 LLJ 223 in this respect. It was held here that a dispute to be an industrial dispute need not be raised by a recognized union or a majority union but would suffice if there is a controversy between the employer on the one side and the workmen on the other and it is shown that a body of workmen either acting through the Union or otherwise has sponsored the dispute. In the normal course the decision should have come to the rescue of the petitioner. It is a case where the concerned workmen have formed a Union, have become members of the Union and have raised the dispute. As could be seen a group of workmen have put forth their grievances through the Union.

23. The present case is not one where the workmen who are the members of the Union are seeking relief against their employer. On the other hand they are claiming relief against the principal employer. Though it is not specified in the Claim Statement against whom the relief is claimed it is clear from the version given by WW1 during his cross-examination that relief is claimed against the Second Respondent only. The witness has stated during cross-examination that the workmen require relief against the Second Respondent, that they require work under the Second Respondent only. Is such a dispute maintainable against the Second Respondent?

24. The counsel for the Second Respondent has referred to the decision in *GUJARAT ELECTRICITY BOARD, THERMAL POWER STATION VS. HIND MAZDOOR SABHA AND OTHER WORKERS* reported in 1995 5 SCC 27 to show under what circumstances the dispute can be raised against the principal employer. It was held here that if the contract is sham or not genuine the workmen of the so-called Contractor can raise an Industrial Dispute for declaring that they were always the employees of the principal employer and for claiming appropriate service conditions. When such dispute is raised it is not a dispute for abolition of labour contract and hence the provisions of Section-10 of the CLRA Act will not bar either the raising or the adjudication of the dispute. The Industrial Adjudicator then has to decide whether the contract is sham or genuine. It is only if the adjudicator comes to the conclusion that the contract is sham he would have jurisdiction to adjudicate the dispute. However he can do so only if the dispute is espoused by the direct workmen of the principal employer. If the workmen of the principal employer have not espoused the dispute the adjudicator after coming to the conclusion that the contract is genuine has to reject the reference, the dispute being not an industrial dispute within the meaning of Section-2(k) of the ID Act. He will not be competent to give any relief to the workmen of the erstwhile Contractor even if the labour contract is abolished by the appropriate government under Section-10 of the Act, it was further held.

25. The counsel has for the Second Respondent has also referred to the decision in *STEEL AUTHORITY OF INDIA VS. UNION OF INDIA AND OTHERS* reported in 2006 12 SCC 233. Here it was held that when a contention is raised that the contract entered into by and between the Management and the Contractor is sham the industrial adjudicator would be entitled to determine the issue.

26. Reference was also made to *INTERNATIONAL AIRPORT AUTHORITY OF INDIA VS. INTERNATIONAL AIR CARGO WORKERS UNION* reported in 2009 13 SCC 374. Here it was held that where there is no abolition of contract labour under Section-10 of the CLRA Act but the contract labour contends that the contract between the principal employer and the contractor is sham and nominal the remedy is purely under the ID Act and the principles laid down in Gujarat Electricity Board case continued to govern the case. The same was the dictum laid down in the decision in *GENERAL MANAGER, BENGAL NAGPUR COTTON MILLS VS. BHARAT LAL AND ANOTHER* reported in 2011 1 SCC 635 also. This position of law reiterated in several decisions has not changed so far. Only if there is a contention that the contract between the Management and the Contractor is sham and nominal the industrial adjudicator gets jurisdiction to adjudicate the issue and that also only if the cause is espoused by the Union of which regular employees are also members.

27. There are ample judicial pronouncements to show that if there is no employer-employee relationship the reference will be bad. In the decision in *SAIL CONTRACT WORKERS UNION VS. SAIL AND OTHERS* reported in 1994 2 LLJ 1125 it was held by the High Court that industrial dispute raised by the contract workers against the Management is bad. This finding was not interfered with by the Apex Court. So also in the decision in *TATA IRON AND STEEL COMPANY LTD. VS. STATE OF JHARKHAND AND OTHERS* reported in 2014 1 SCC 536, it was held that whether or not relationship of employer and employee ceased to exist is a matter coming under Section-2(k) of the Industrial Disputes Act. In the present case there is no contention for the petitioner that the contract between the Second Respondent and its various Contractors were sham and nominal. So there is no dispute regarding the relationship between the Second Respondent and the Petitioner. The Petitioner has admitted in as many words that the Second Respondent is not its employer. On the other hand the Third Respondent had employed them and the case is that after expiry of the contract between the Second Respondent and the Third Respondent the First Respondent has

been inducted as Contractor and this Respondent denied employment to the members of the Petitioner Union. So, so far as the Second Respondent is concerned there is no employer-employee relationship and the reference is bad so far as this Respondent is concerned. So the dispute is not maintainable against the Second Respondent also. The petitioner is not entitled to any relief against the other Respondents also.

Therefore the reference is answered against the petitioner. Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th July, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri S. Seshapillai
For the 2nd Party/Management : None

Documents Marked :

On the petitioner's side

| Ex.No. | Date | Description |
|---------|--|--|
| Ext.W1 | 26.10.1995 | List of Casual Labourers worked in the 2 nd Respondent's Office |
| Ext.W2 | March 1996 to Oct. '96 and July '97 to Nov. '97 | Attendance of the workmen worked in the 2 nd Respondent's Office |
| Ext.W3 | Aug. 1997 | Certificate issued to one of the workman Gejalakshmi |
| Ext.W4 | 11.08.1998 | Proposal submitted for the grant of temporary status for 13 workman by the Department |
| Ext.W5 | 01.05.2000 | Provisional seniority list of temporary status of Casual Labourers |
| Ext.W6 | 16.06.2000 | Work allotted on rotation basis of temporary status of Casual Labourers |
| Ext.W7 | 08.07.2004 | Sanction Order from the 2 nd Respondent with regard to payment made to certain workmen |
| Ext.W8 | 04.01.2005 | Rejection of casual labourers who claimed temporary status – Order passed by the 2 nd Respondent |
| Ext.W9 | 02.07.2014 | Representation made (dispute raised) before Assistant Commissioner of Labour (Central) Puducherry by Petitioner Union |
| Ext.W10 | 03.07.2014 | Representation made (dispute raised) before Assistant Commissioner of Labour (Central) Puducherry by Petitioner Union |
| Ext.W11 | 08.07.2014 | Notice given by Assistant Commissioner of Labour (Central) Puducherry to the 2 nd Respondent and 3 rd Respondent |
| Ext.W12 | 12.07.2014 | Complaint made by Petitioner's Union to the Labour Enforcement Officer, Puducherry regarding short payment made by the Contractor |
| Ext.W13 | 12.07.2014 | Representation made by the petitioner union to the Dy. Commissioner of Labour, Shastri Bhawan, Nungambakkam about meager payment to the workmen by the Contractor |
| Ext.W14 | 25.08.2014 | Representation made by the Petitioner Union before the Assistant Labour Commissioner, Puducherry |
| Ext.W15 | 12.09.2014 | Representation made by the Petitioner Union before the Assistant Labour Commissioner, Puducherry |
| Ext.W16 | 24.09.2014 | Labour Commissioner (Central) advised 2 nd and 3 rd Respondent to provide employment to 12 workmen on the basis of one contract employee cannot be replaced by another contract employee |

| | | |
|---------|------------|---|
| Ext.W17 | 14.10.2014 | Claim Application filed by the Petitioner Union before the Regional Labour Commissioner (Central), Chennai |
| Ext.W18 | 12.01.2015 | Final Notice given by Regional Labour Commissioner (Central), Shastri Bhawan, Nungambakkam to the 3 rd Respondent as well as to the 2 nd Respondent |
| Ext.W19 | 06.03.2015 | Order of reference issued by the Central Government for adjudication and numbered as ID No. 20 of 2015 |

On the Management's side

| Ex.No. | Date | Description |
|---------|------------|---|
| Ext.C.1 | - | Annexure-I: List of part time casual labourers who were engaged by the erstwhile Puducherry Central Excise Divisional Office/Puducherry Commissionerate from 1993 to 2006 |
| Ext.C2 | 29.04.2015 | Annexure-VI – Copy of the order passed on 29.04.2015 by the Regional Labour Commissioner, Chennai in Claim Application No. 2 of 2014. |

नई दिल्ली, 1 अगस्त, 2016

का.आ. 1606.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 25/1994) को प्रकाशित करती है जो केन्द्रीय सरकार को 01.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/121/94-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 1st August, 2016

S.O. 1606.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/1994) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 01.08.2016.

[No. L-12012/121/94-IR (B-II)]

RAVI KUMAR, Desk Officer

अनुबंध**औद्योगिक न्यायाधिकरण, जयपुर****केस नं० सी. आई.टी. 25/1994**

रैफरेंस : भारत सरकार, श्रम मंत्रालय, नई दिल्ली की अधिसूचना क्रमांक एल-12012/121/94, नई दिल्ली दिनांक 11.10.1994

महासचिव, एशोसिएशन ऑफ पंजाब नेशनल बैंक एम्प्लोईज,
अचारों की हवेली, किशनपोल बाजार, जयपुर

----- प्रार्थी

बनाम

क्षेत्रीय प्रबन्धक, पंजाब नेशनल बैंक, श्रीगंगानगर (राजस्थान)

----- अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री केदार लाल गुप्ता आर.एच.जे.एस.

प्रार्थी की ओर से : श्री आर० सी० जैन,

अप्रार्थी की ओर से : श्री सुरेन्द्र सिंह,

दिनांक 11.04.2015

अधिनिर्णय

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली की अधिसूचना क्रमांक एल.12012/121/94, नई दिल्ली दिनांक 11.10.1994 से भारत सरकार द्वारा निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण के यहां दिनांक 22.10.1994 को इस आशय का प्राप्त हुआ है कि – Whether the action of the management of Punjab National Bank, Sriganaganagar in changing the designation of Shri Ramesh Dhanwal From village Level worker to clerk-cum-godown keeper and stopping his special allowance w.e.f. 309.87 us hystufued? If not, what relief is the said workman entitled to?

02. श्रमिक यूनियन की ओर स्टेटमेंट ऑफ क्लैम प्रार्थना पत्र इस आशय का प्रस्तुत किया कि श्रमिक अप्रार्थी पूर्व कृषि सहायक की नियुक्ति बैंकिंग सेवा भर्ती बोर्ड पश्चिमी ग्रुप बडौदा के विज्ञापन के अन्तर्गत विशिष्ट पंजीबद्ध श्रेणी कृषि सहायक/लिपिक पद हेतु आवेदन करने, परीक्षा उत्तीर्ण करने के उपरान्त साक्षात्कार के द्वारा विधिवत चयनोपरान्त बैंकिंग सेवा भर्ती बोर्ड के पत्र दिनांक 10.01.85 के अनुसार पंजाब नेशनल बैंक मिला तथा वेतनमान 590/- एवं वि०भ० 75/-रूपये प्रतिमाह के अतिरिक्त 30 रूपये रखरखाव भत्ता के साथ दिनांक 22.04.85 को कार्यभार ग्रहण करने हेतु जोधपुर उपस्थित हुआ एवं उसे शाखा कार्यालय श्रीगंगानगर में पदस्थापित किया गया। दिनांक 29.08.87 को कृषि सहायक/ग्राम कार्यकर्ता से परिवर्तित कर लिपिक/गोदामपालक कर दिया गया, जिसके विरुद्ध प्रतिवेदन श्रमिक ने दिनांक 27.01.88 को शाखा प्रबन्धक श्रीगंगानगर को प्रेषित किया। इस तरह से श्रमिक परिवर्तित कृषि सहायक का भत्ता दिनांक 29.09.87 से मय ब्याज प्राप्त करने का अधिकारी है, इत्यादि मांग अप्रार्थी संस्थान के यहां प्रस्तुत करने पर वार्ता असफल होने के कारण उसके विरुद्ध प्रार्थी यूनियन ने अपील विवाद श्रेत्रीय श्रम आयुक्त एवं समझौता अधिकारी, जयपुर के समक्ष प्रस्तुत की गई, जहां अनेक वार्ताएं आयोजित किए जाने के बावजूद विपक्षी की हठधर्मिता एवं अड़ियल रवैया के कारण असफल वार्ता घोषित किए जाने पर राज्य सरकार ने अधिसूचना द्वारा यह मामला इस अधिकरण को प्रेषित किया।

03. श्रमिक/यूनियन द्वारा प्रस्तुत टेटमेंट ऑफ क्लैम प्रार्थना पत्र में दिनांक 29.09.87 से श्रमिक का परिवर्तित कृषि सहायक भत्ता मय ब्याज प्राप्त करने का अधिकारी है, जिसका अवार्ड पारित किए जाने का निवेदन किया है।

04. अप्रार्थी नियोक्ता की ओर से स्टेटमेंट ऑफ क्लैम का जवाब प्रस्तुत कर यह कथन किया है कि श्रमिक को दिनांक 06.04.1985 विलेज लेवल वर्कर पद पर नियुक्ति का था, जिसका श्रमिक द्वारा नियमों एवं समझौते से दिनांक 29.08.1987 के समझौते से आबद्ध है। अन्त में निवेदन किया है कि बैंक द्वारा कर्मचारी की सेवा शर्तों में विधि विरुद्ध कोई परिवर्तन नहीं किया है। कर्मचारी किसी भी प्रकार का विशेष भत्ता या अन्य कोई अनुतोष एवं लाभ पाने का अधिकारी नहीं है। स्टेटमेंट ऑफ क्लैम स्वीकार किए जाने की प्रार्थना की है।

05. बहस उभय पक्षकारान सुनी गई तथा पत्रावली का अवलोकन किया गया। दौराने बहस विद्वान प्रतिनिधिगण द्वारा लोक अदालत की भावना से प्रेरित होकर पक्षकारान के मध्य हुए विवाद को सुलटा लिये जाने का कथन किया है तथा आपस में समझौता करना स्वीकार किया है। पक्षकारान के मध्य किसी भी प्रकार का कोई विवाद नहीं रहा है। इस रैफरेंस से संबंधित सभी विवाद पक्षकारों के मध्य सुलह हो गए हैं। इस कारण दोनों ही पक्षकारों के प्रतिनिधिगण ने No Dispute Award पारित करने की प्रार्थना की गई है।

06. उपरोक्त विवेचन के फलस्वरूप प्रकरण में श्रमिकगण/यूनियन की ओर से प्रस्तुत स्टेटमेंट ऑफ क्लैम अवार्ड दोनों ही पक्षकारों के प्रतिनिधिगण ने No Dispute Award पारित करने की प्रार्थना पर निम्न प्रकार से पारित किया जाता है :-

“दोनों पक्षों के प्रतिनिधिगण द्वारा लोक अदालत की भावना से प्रेरित होकर विवाद को आपसी सहमति से समझौता कर सुलटाना स्वीकार किया है एवं पक्षकारान के मध्य किसी भी प्रकार का कोई विवाद शेष नहीं रहा है इस कारण दोनों ही पक्षकारों के प्रतिनिधिगण की सहमति से No Dispute Award पारित किया जाता है।”

केदार लाल गुप्ता, न्यायाधीश

नई दिल्ली, 1 अगस्त, 2016

का.आ. 1607.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 17/92) को प्रकाशित करती है जो केन्द्रीय सरकार को 01.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/167/92-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 1st August, 2016

S.O. 1607.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/92) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Punjab & Sindh Bank and their workmen, received by the Central Government on 01.08.2016.

[No. L-12012/167/92-IR (B-II)]

RAVI KUMAR, Desk Officer

अनुबंध**औद्योगिक न्यायाधिकरण, जयपुर****केस नं० सी. आई.टी. 17/92**

रैफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली की आदेश क्रमांक एल-12012/167/92 (आईआरबी-2) नई दिल्ली, दिनांक 1992

दर्शन कुमार पुत्र श्री आत्माराम, जाति सिंधी वार्ड नंबर 4,
दुर्गा सिंधी टैम्पल के पास, श्री विजयनगर, जिला श्री गंगानगर

--- प्रार्थी

बनाम

क्षेत्रीय प्रबंधक, पंजाब एण्ड सिंध बैंक, बी 23,
गोविन्द मार्ग, आदर्श नगर, जयपुर

--- अप्रार्थी

उपस्थित

पीठासीन अधिकारी: श्री केदार लाल गुप्ता, आर.एच.जे.एस.

प्रार्थी की ओर से : श्री आर.सी.जैन,

अप्रार्थी की ओर से : श्री बी.एस.रत्नू,

दिनांक अवार्ड : 31.03.2015**अधिनिर्णय**

1. भारत सरकार के श्रम मंत्रालय की आज्ञा क्रमांक एल-12012/167/92 आईआरबी-2 केन्द्र सरकार नई दिल्ली से निम्न अनुसूची का विवाद अधिनिर्णय हेतु इस अधिकरण को दिनांक 2.11.92 को इस आशय का प्राप्त हुआ है कि - Whether the action of the management of Punjab & Sindh bank Jaipur is legal & proper in retrenching their workman Sh. Darshan Kumar, peon in the Srivijay Nagar Branch ? If not, to what relief is the workman entitled. ?

2. प्रार्थी श्रमिक कृष्ण कुमार की ओर से दिनांक 17.11.92 को स्टेटमेंट ऑफ क्लेम इस आशय का प्रस्तुत किया कि केन्द्रीय सरकार ने यह विवाद इस अधिकरण को 18.10.92 के पत्र द्वारा प्रस्तुत किया है तथा अप्रार्थी पंजाब एण्ड सिंध बैंक विजयनगर द्वारा प्रार्थी की

नियुक्ति दिनांक 7.12.82 को चपरासी के पद पर की थी और उसने 7.12.82 से दिनांक 31.1.84 तक निरंतर अप्रार्थी के यहां एक वर्ष में 240 दिन से अधिक दिन कार्य किया। इस अवधि में प्रार्थी ने शिकायत का मौका नहीं दिया। उसके विरुद्ध दुराचरण का कोई आरोप नहीं लगाया। उसका चाल चलन अच्छा था, लेकिन अप्रार्थी ने दिनांक 31.1.84 को उसे सेवा से पृथक् कर दिया और इससे पूर्व औद्योगिक विवाद अधिनियम 1947 की धारा 25(एफ) की पालना नहीं की व न तो उसको नोटिस दिया और न ही एक माह नोटिस वेतन अग्रिम वेतन दिया और सेवामुक्ति का कोई मुआवजा भी नहीं दिया। इस कारण उसकी सेवामुक्ति अवैध है।

3. प्रार्थी द्वारा राजस्थान दुकान एवं वाणिज्य संस्थान अधिनियम 1958 की धारा 28 (ए) के तहत गंगानगर में वाद पेश किया, जो उसके पक्ष में निर्णीत हुआ और उसके द्वारा एक रिट माननीय राजस्थान उच्च न्यायालय जोधपुर में प्रस्तुत की, जो 1988 में निर्णीत हुई, इस कारण वह पूर्व में भी सेवामुक्ति विवाद को नहीं उठा सका। उसके बाद यह मामला काफी समय तक सहायक श्रम आयुक्त के यहां लम्बित रहा, जिसका कोई समझौता नहीं हुआ और अब यह रेफरेंस इस अधिकरण के समक्ष प्रस्तुत की है और अंत में स्टेटमेंट आफ क्लेम प्रस्तुत प्रार्थना की है कि प्रार्थी को सभी लाभों सेवा मुक्ति तिथि से लगने की तिथि तक का बकाया वेतन व प्रार्थी की सेवा निरंतर माने जाने का अवार्ड प्रार्थी के हक में व अप्रार्थी के विरुद्ध पारित किये जाने का निवेदन किया।

4. अप्रार्थी बैंक द्वारा दिनांक 15.4.96 को स्टेटमेंट आफ क्लेम का जवाब प्रस्तुत कर यह कथन किया है कि कार्य की अधिकता व स्थाई कर्मचारियों के अवकाश पर जाने के कारण प्रार्थी को दैनिक वेतन भोगी के रूप में अस्थायी रूप से कार्य पर रखा गया था और उसके द्वारा दिनांक 7.12.82 से 31.1.84 तक की अवधि में उसने एक कलेण्डर वर्ष में 240 दिन कार्य नहीं कर 160 दिन कार्य किया। चूंकि उसे दैनिक वेतन पर अस्थायी रूप से रखा था, इस कारण उसके कार्य की समीक्षा या उसकी अच्छाई बुराई की टिप्पणी अप्रासंगिक है। प्रार्थी के लिए कार्य उपलब्ध नहीं होने के कारण उसकी सेवायें स्वतः ही संविदा के अनुसार समाप्त हो रही थी। बैंक ने उसकी सेवायें समाप्त नहीं की और प्रार्थी के संबंध में औद्योगिक विवाद अधिनियम 1947 की धारा 25(एफ) के प्रावधान लागू नहीं होते हैं और न ही उसका मामला छटनी की श्रेणी में आता है, बल्कि मामला अधिनियम की धारा 2(00)(BB) के अनुसार उसकी सेवा समाप्ति छटनी की परिभाषा में नहीं आती हैं। प्रार्थी ने यह मामला देरी से उठाया है, इस कारण खारिज किये जाने योग्य है। माननीय उच्च न्यायालय जोधपुर का निर्णय वर्ष 1988 में होने पर प्रार्थी ने यह मामला समझौता अधिकारी के समक्ष दिनांक 3.7.90 को उठाया। अतः देरी से उठाये जाने के कारण उसका यह प्रार्थना पत्र खारिज किये जाने की प्रार्थना की और अंत में प्रार्थी कोई राहत पाने का अधिकारी नहीं बताते हुए उसका स्टेटमेंट आफ क्लेम खारिज किये जाने की प्रार्थना की।

5. प्रार्थी ने अपने क्लेम के समर्थन में स्वयं दर्शन कुमार की मौखिक साक्ष्य व प्रलेखीय साक्ष्य में कार्य विवरण पत्र प्रदर्श डब्ल्यू 1 व निर्णय डब्ल्यू 2 को प्रदर्शित करवाया व अप्रार्थी बैंक की ओर से बलदेवसिंह को मौखिक साक्ष्य में प्रस्तुत किया।

6. प्रार्थी श्रमिक के विद्वान प्रतिनिधि का तर्क है कि बैंक द्वारा उसे दिनांक 7.12.84 को चपरासी के पद पर नियुक्त किया था और उसने बैंक में दिनांक 7.12.82 से 31.1.84 तक 240 दिन से अधिक अवधि के लिए कार्य किया, जिसके संबंध में उसकी सेवायें औद्योगिक विवाद अधिनियम की धारा 25 एफ के अनुसरण बिना समाप्त की और उसे एक माह का अग्रिम वेतन नोटिस नहीं दिया और न ही कोई दोषारोपण पत्र दिया, इस कारण उसकी सेवा मुक्ति का आदेश निरस्त करते हुए प्रार्थी को समस्त लाभ, सेवामुक्ति तिथि से नियुक्ति तिथि तक का बकाया वेतन व उसकी सेवा निरंतर माने जाने की प्रार्थना की।

7. उनका यह भी तर्क है कि प्रार्थी की सेवा से संबंधित अभिलेख अप्रार्थी संस्थान के पास था, जिसे प्रार्थी द्वारा प्रस्तुत करने के लिए प्रार्थना पत्र प्रस्तुत किया और अप्रार्थी के साक्षी ने अभिलेख अपने यहां होना स्वीकार किया है, फिर भी उक्त लेखे अप्रार्थी द्वारा प्रस्तुत नहीं किये हैं, इससे यह स्पष्ट है कि उसके द्वारा अप्रार्थी संस्थान में 240 दिन या इससे अधिक कार्य किया और उसका स्टेटमेंट आफ क्लेम स्वीकार किये जाने की प्रार्थना की।

8. अप्रार्थी संस्थान के विद्वान प्रतिनिधि का तर्क है कि प्रार्थी के दैनिक वेतन भोगी के रूप में कार्य की अधिकता और स्थाई कर्मचारियों के अवकाश पर जाने के कारण अस्थायी रूप से कार्य करने के लिए दिनांक 7.12.82 से 31.1.84 तक की अवधि में 240 दिन कार्य नहीं किया। अतः प्रार्थी का मामला औद्योगिक विवाद अधिनियम की धारा 25(एफ) के तहत छंटनी की परिभाषा में नहीं आता है।

9. साथ ही उनका यह भी तर्क है कि प्रार्थी को साक्ष्य प्रस्तुत कर यह साबित करना चाहिए था कि उसने अप्रार्थी संस्थान के यहां 240 दिन से अधिक अवधि के लिए कार्य किया है, ऐसी कोई साक्ष्य प्रस्तुत नहीं की। अतः प्रार्थी का स्टेटमेंट आफ क्लेम खारिज किये जाने की प्रार्थना की।

10. मैंने उभय पक्ष की बहस सुनी तथा पत्रावली का अवलोकन किया।

11. प्रार्थी दर्शनकुमार ने अपनी साक्ष्य में अप्रार्थी द्वारा दिनांक 7.12.82 को चपरासी के पद पर विजयनगर शाखा में नियुक्त होना और दिनांक 31.1.84 तक 240 दिनसे अधिक कार्य करना बता कर उसका विवरण प्रदर्श डब्ल्यू 1 प्रस्तुत किया है और उसका यह कहना है कि उसे बिना आरोप पत्र दिये सेवामुक्त किया गया है। जिरह में उसने यह स्वीकार किया है कि उसकी दिनांक 23.7.87 को अन्यत्र नौकरी लग गई है।

12. स्वीकृत रूप से प्रार्थी द्वारा ऐसा कोई आदेश न्यायालय के समक्ष प्रस्तुत नहीं किया है कि अप्रार्थी संस्थान द्वारा उसे नियमित वेतन श्रृंखला में चपरासी के पद पर नियुक्त किया गया हो।

13. जहां तक प्रदर्श डब्ल्यू 1 का संबंध है, यह दस्तावेज प्रार्थी ने अधिकरण के समक्ष स्वयं हाथ से बना कर प्रस्तुत किया है। इस पर मेरे विनम्र मत में किसी तरह से विश्वास नहीं किया जा सकता।

14. प्रतिरक्षा में अप्रार्थी की ओर से प्रस्तुत हुए साक्षी बलदेवसिंह ने इस प्रदर्श डब्ल्यू 1 को प्रार्थी द्वारा सुविधानुसार मनगढ़ंत तरीके से बनाया जाना बता कर गलत बताया है। इस मामले

में इस अधिकरण के समक्ष लम्बित होने के दौरान प्रार्थी द्वारा कुछ दस्तावेज अप्रार्थी संस्थान से तलब करने हेतु प्रार्थना पत्र प्रस्तुत किया, जिसको इस अधिकरण ने दिनांक 13.12.96 के आदेश द्वारा प्रार्थना पत्र सुस्पष्ट व सुनिश्चित नहीं होने के कारण निरस्त किया। उसके बाद प्रार्थी ने पुनः कुछ दस्तावेजों की तलबी की प्रार्थना की व प्रार्थना पत्र भी दिनांक 18.3.98 के आदेश द्वारा खारिज किया गया।

15. अतः स्वीकृत रूप से प्रार्थी की ओर से न्यायालय के समक्ष ऐसा कोई अभिलेख प्रस्तुत नहीं किया है, जिससे यह प्रकट हो कि उसकी नियुक्ति अप्रार्थी संस्थान में नियमित वेतन श्रृंखला या स्थाई पदों के विरुद्ध चयन की सम्पूर्ण प्रक्रिया अपना कर विधिवत रूप से की गई हो।

16. इस संबंध में बलदेव सिंह ने जिरह में यह कहा है कि उसके द्वारा दर्शन कुमार की उपस्थिति का अभिलेख, वेतन भुगतान का अभिलेख गंगानगर में केस चला था, तब देखा था, अब नहीं देखा।

17. यहां पर प्रार्थी के विद्वान प्रतिनिधि का यह तर्क है कि अप्रार्थी की ओर से उनके प्रार्थना पत्र के जवाब में यह कहा गया कि मांगा गया अभिलेख 10 वर्ष से अधिक पुराना होने के कारण रिकार्ड में नहीं रखा जाता, इसलिए इसे प्रस्तुत किया जाना सम्भव नहीं है। जबकि बैंक की ओर से प्रस्तुत हुए साक्षी बलदेवसिंह ने यह कहा है कि उसने प्रार्थी की उपस्थिति, उसके वेतन के अभिलेख देखे हैं। ऐसी स्थिति में अप्रार्थी संस्थान द्वारा प्रार्थी से संबंधित अभिलेख जानबूझ कर न्यायालय के समक्ष प्रस्तुत नहीं किये हैं।

18. इस संबंध में अगर हम बलदेव सिंह की जिरह को देखें तो उसने आगे यह कहा है कि उसने यह रिकॉर्ड गंगानगर में केस लगा तब देखे थे, बाद में नहीं देखे और गंगानगर में यह केस सम्भवतः 1984 में लगा था, वर्तमान में यह रिकॉर्ड बैंक के पास है या नहीं वह नहीं कह सकता। अतः बलदेवसिंह के कथनानुसार गंगानगर में जब श्रमिक का मामला 1984 में चला, तब उसने यह रिकार्ड देखा था। वर्तमान में बैंक के पास यह अभिलेख हो, ऐसा बलदेवसिंह ने अपनी जिरह में नहीं कहा है और बैंक की ओर प्रस्तुत जवाब में भी यह उल्लेख किया है कि 10 वर्ष से अधिक का रिकार्ड होने के कारण बैंक ऐसे अभिलेख को रिकार्ड में नहीं रखती।

19. अतः मेरे विनम्र मत में श्रमिक के विद्वान प्रतिनिधि का यह कहना कि बैंक ने यह रिकार्ड जानबूझ कर पेश नहीं किया, मानने योग्य नहीं है, क्योंकि इसी साक्षी ने आगे यह भी कहा है कि प्रार्थी को किये गये भुगतान के वाउचर के संबंध में लेखे थे और बैंक के अभिलेख के अनुसार उसने 240 दिन काम नहीं किया। यह बात उसके द्वारा बैंक के वाउचर और पैमेंट वाउचर को देखकर लिखाई थी, क्योंकि ये उस समय कोर्ट में पेश किये थे और अभी जवाब दावा यहां दिया है, उसके आधार पर कहता है कि इसके अलावा उसने कभी कोई रिकार्ड नहीं देखा। इससे और स्पष्ट हो जाता है कि उनके पास ऐसा कोई अभिलेख नहीं है।

20. इस संबंध में श्रमिक की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत 2010 लेब आईसी पेज 1089 डायरेक्टर फिसररिस टर्मिनल डिविजन बनाम भीखूभाई मेघाभाई चांवडा के मामले में माननीय उच्चतम न्यायालय की खण्ड पीठ ने यह निर्धारित किया है कि जहां श्रमिक को

दैनिक मजदूरी के आधार पर रखा गया है तो उसके लिए शासकीय दस्तावेज जैसे मस्टरोल व अन्य जो सेवा से संबंधित है, उनकी पहुंच बहुत मुश्किल होगी और जहां श्रमिक ने दावे में और साक्ष्य से 240 दिन कार्य करना बताया है, तब यह सिद्धिभार नियोक्ता पर है कि वह साबित करे कि श्रमिक ने पिछले वर्ष के दौरान 240 दिन लगातार सेवा में कार्य नहीं किया है।

21. इस संबंध में प्रबंधन की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत 2005 एलएलआर पेज 737 मैनेजर आरबीआई बैंगलौर बनाम एस मैनी व अन्य के मामले में माननीय उच्चतम न्यायालय के तीन न्यायाधिपति की वृद्धपीठ ने यह निर्धारित किया है कि श्रमिक को न केवल अपने अभिवनों से बल्कि साक्ष्य से यह साबित करना होगा कि पिछले एक वर्ष में उसने 240 दिन लगातार कार्य किया हो और यह सिद्धिभार नियोक्ता पर नहीं है। साथ ही यह निर्धारित किया कि स्वीकृत औद्योगिक न्यायाधिकरण ने यह निर्धारित करने में भूल की है कि नियोक्ता पर यह सिद्धि भार है कि अभिलेख को प्रस्तुत कर साबित करे कि श्रमिक ने 240 दिन कार्य नहीं किया है।

22. इस तरह से माननीय उच्चतम न्यायालय की वृद्धपीठ ने उक्त न्यायिक निर्णय में यह प्रतिपादित किया है कि श्रमिक को न्यायालय के समक्ष अपने अभिवचन और साक्ष्य से यह साबित करना होगा कि उसकी सेवामुक्ति से शीघ्र एक वर्ष पूर्व उसने लगातार 240 दिन लगातार कार्य किया है।

23. श्रमिक की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत डायरेक्टर फिसररिस टर्मिनल डिविजन बनाम भीखूभाई मेघाभाई चांवडा का निर्णय वृद्धपीठ द्वारा निर्णय किया गया है, जबकि प्रबंधन द्वारा प्रस्तुत किया गया उक्त न्यायिक दृष्टांत माननीय तीन न्यायाधिपति की वृद्धपीठ द्वारा निर्णीत किया गया है।

24. न्यायिक दृष्टांत 2003 एलएलआर पेज 113 मैसर्स एसेनी देनीकी बनाम राजीव कुमार के मामले में माननीय उच्चतम न्यायालय की खण्ड पीठ ने यह निर्धारित किया है कि श्रमिक को यह साबित करना होगा कि उसने सेवामुक्ति से ठीक पूर्व एक वर्ष में लगातार 240 दिन तक कार्य किया।

25. न्यायिक दृष्टांत 2005 एलएलआर पेज 1 एमपी इलेक्ट्रिसिटी बोर्ड बनाम हरिराम व अन्य के मामले में माननीय उच्चतम न्यायालय की खण्ड पीठ ने यह निर्धारित किया है कि प्रारम्भतः श्रमिक को साबित करना होगा कि उसने अपनी सेवामुक्ति से एक वर्ष पूर्व 240 दिन लगातार कार्य किया है।

26. इस संबंध में प्रबंधन की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत एआईआर 2002 सुप्रीम कोर्ट, पेज 1147 रेंज फोरेस्ट आफिसर बनाम एस.टी. हैदीमानी के मामले में माननीय उच्चतम न्यायालय ने यह निर्धारित किया है कि जहां श्रमिक का यह दावा है कि उसने एक कलेण्डर वर्ष में 240 दिन से अधिक कार्य किया, जिसको प्रबंधन ने अस्वीकार किया है, तब यह सिद्धिभार श्रमिक या दावेदार पर है कि यह साबित करे कि उसने एक वर्ष में 240 दिन या इससे अधिक कार्य किया है और ऐसे अभिलेख के अभाव में यह नहीं माना जा सकता कि उसने एक वर्ष में 240 दिन से अधिक कार्य किया हो, साथ ही यह भी निर्धारित किया है कि इसके लिए केवल शपथ पत्र प्रस्तुत करना ही पर्याप्त नहीं है।

27. प्रबंधन की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत 1997(4) एससीसी पेज 39 हिमांशु कुमार विद्यार्थी बनाम स्टेट आफ बिहार के मामले में माननीय उच्चतम न्यायालय ने यह निर्धारित किया है कि दैनिक वेतन पर श्रमिक को नियम के अनुसार किसी पद के विरुद्ध नियुक्त नहीं किया जाकर उनके कार्य की आवश्यकता के अनुसार नियुक्त किया जाता है। ऐसी स्थिति में उसको किसी पद को धारित करने के अधिकार नहीं हैं।

28. श्रमिक की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत 2005(3)डब्ल्यूएलसी पेज 430 मैनेजर मित्तल स्टील मैनुफैक्चरिंग कम्पनी बनाम छोटाराम व अन्य,

- (2) 2006(1) डब्ल्यूएलसी पेज 302 आत्माराम बनाम जज लेबर कोर्ट व अन्य,
- (3) 2001डब्ल्यूएलसी यूसी पेज 607 मुंसिपल कोरपोरेशन कोटा बनाम जज, इण्डस्ट्रीयल ट्रिब्यूनल व अन्य,
- (4) 2010 लेबआईसी पेज 1039 रमेश कुमार बनाम हरियाणा राज्य,
- (5) 2010(2)आरएलडब्ल्यू पेज 1586 एससी अनूप शर्मा बनाम एकजीकेटिव इंजिनियर,पब्लिक हेल्थ डिविजन नंबर 1 पानीपत, हरियाणा,
- (6) 2010(3)सुप्रीम कोर्ट केसेज पेज 637 कृष्णसिंह बनाम एकजीकेटिव इंजिनियर हरियाणा स्टेट एग्रीकल्चर मार्केटिंग बोर्ड रोहतक,
- (7) 2008(2)डब्ल्यूएलसी पेज 702 मुंसिपल बोर्ड लाखेरी बनाम श्रीमती मंगली बाई व अन्य, (8) 2003(1)डब्ल्यूएलसी राज पेज 47 राज. राज्य बनाम श्री महेन्द्र जोशी व अन्य,
- (9) 2012डब्ल्यू एलसी राज.यूसी पेज 663 आराम सैनी बनाम दी प्रिसाईडिंग आफिसर, सेंट्रल गवर्नमेंट इण्डस्ट्रीयल ट्रिब्यूनल कोर्ट, जयपुर
- (10) 1984(48)एफएलआर पेज 310 एससी गमन इण्डिया लि. बनाम निरंजन दास
- (11) 2011(130)एफएलआर पेज 337 देवेन्द्रसिंह बनाम म्यूनिसिपल काउंसिल सांनपुर ,
- (12) 2008(118)एफएलआर पेज 950 राजस्थान ललितकला अकादमी बनाम राधेश्याम प्रस्तुत किये गये हैं, जिनका मैंने सम्मान अवलोकन किया।

29. वर्तमान मामले में ऐसा तथ्य नहीं है कि प्रबंधन ने न्यायालय के आदेश के बावजूद भी श्रमिक से संबंधित दस्तावेजों को अपने यहां रोके रखा हो। अतः ऐसी स्थिति में मेरे विनम्र मत में नियोक्ता के खिलाफ किसी तरह के दस्तावेज के संबंध में कोई प्रतिकूल उपधारणा नहीं की जा सकती है।

30. अतः न्यायिक दृष्टांत 2005 एलएलआर पेज 737 मैनेजर आरबीआई बैंगलौर बनाम एस मैनी व अन्य के मामले में माननीय उच्चतम न्यायालय के तीन न्यायाधिपति की वृद्धपीठ ने प्रतिपादित सिद्धांत को दृष्टिगत रखते हुए मेरे विनम्र मत में श्रमिक को ही यह साबित

करना था कि उसने सेवामुक्ति से पिछले एक वर्ष में 240 दिन कार्य किया। न्यायालय के समक्ष इस संबंध में उसका शपथ पत्र है और इसके अलावा अन्य कोई मौखिक या प्रलेखीय साक्ष्य प्रस्तुत नहीं की है। जबकि प्रबंधन की ओर से प्रस्तुत हुए साक्षी बलदेवसिंह ने यह स्पष्ट कहा है कि श्रमिक ने एक वर्ष में 240 दिन या उससे अधिक कार्य नहीं किया।

31. अतः वर्तमान मामले के तथ्य एवं परिस्थितियां भिन्न होने के कारण श्रमिक द्वारा प्रस्तुत किया गया उक्त न्यायिक दृष्टांत उनकी कोई मदद नहीं करता है।

32. प्रबंधन की ओर से प्रस्तुत किये गये न्यायिक दृष्टांत 2014 एलएलआर पेज 1244 रामकिशोर पूर्वीया बनाम जज लेबर कोर्ट, भरतपुर के मामले में माननीय राजस्थान उच्च न्यायालय ने यह निर्धारित किया है कि प्रारम्भिक रूप से यह सिद्ध करने का भार कि उसकी सेवामुक्ति से ठीक एक वर्ष पूर्व उसने 240 दिन लगातार कार्य किया है, श्रमिक पर ही है।

33. वर्तमान मामले में भी प्रबंधन की ओर से यह कहा है कि श्रमिक को कार्य की अधिकता के कारण व स्थाई कर्मचारियों के अवकाश पर चले जाने के कारण दैनिक वेतन पर नियुक्त किया गया था।

34. औद्योगिक विवाद अधिनियम की धारा 2(00)(BB) के अनुसार नियोजक और कर्मचार के बीच हुई नियोजन संविदा समाप्त हो जाने पर उसका नवीनीकरण किया जाने या नियोजन संविदा के विनिर्दिष्ट किसी अनुबंध के अधीन ऐसी संविदा पर्यवसन किये जाने के फलस्वरूप किसी श्रमिक की सेवा समाप्त की गई है तो वह छंटनी की परिभाषा में नहीं आता है।

35. वर्तमान मामले में श्रमिक को दैनिक वेतन पर आवश्यकता के अनुसार नियुक्त किया जाने के कारण श्रमिक की सेवार्यें स्वतः समाप्त हुई हैं। अर्थात् उसके नियोजन को प्रबंधन द्वारा आगे नहीं बढ़ाया गया है। अतः ऐसी स्थिति में श्रमिक का मामला छंटनी के अंतर्गत नहीं आता है और इस कारण प्रबंधन द्वारा औद्योगिक विवाद अधिनियम की धारा 25एफ के तहत एक माह का नोटिस वेतन या इस अवधि का वेतन नहीं दिया गया है। अतः वर्तमान मामले में अप्रार्थी संस्थान द्वारा औद्योगिक विवाद अधिनियम की धारा 25 एफ की पालना किया जाना आवश्यक नहीं था।

36. श्रमिक की ओर से न्यायालय के समक्ष ऐसी कोई प्रलेखीय साक्ष्य प्रस्तुत नहीं की गई है, जिससे यह प्रकट हो कि उससे किसी कनिष्ठ श्रमिक को प्रार्थी संस्थान में रखा गया हो। अतः प्रार्थी श्रमिक की ओर से प्रस्तुत स्टेटमेंट आफ क्लेम अस्वीकार कर खारिज किये जाने योग्य है।

37. वर्तमान मामले में भी श्रमिक की सेवार्यें दैनिक वेतन भोगी कर्मचारी के रूप में कार्य की अधिकता व स्थाई कर्मचारी के अवकाश पर चले जाने पर अस्थायी रूप से रखी गई थी और उसने एक कलेण्डर वर्ष में 240 दिन या इससे अधिक कार्य भी किया हो ऐसा उसने साबित नहीं किया है और अप्रार्थी संस्थान ने उसकी सेवार्यें कार्य उपलब्ध नहीं होने के कारण संविदा के अनुसार स्वतः ही समाप्त मानी हैं। अतः श्रमिक की ओर से प्रस्तुत स्टेटमेंट आफ क्लेम अस्वीकार कर खारिज किये जाने योग्य है और श्रमिक किसी प्रकार की राहत पाने का अधिकारी नहीं है।

38. उपरोक्त विवेचन के फलस्वरूप प्रकरण में निम्न अधिनिर्णय पारित किया जाता है :-

अवार्ड

39. श्रमिक दर्शन कुमार पुत्र आत्माराम, जाति सिंधी, वार्ड नंबर 4 दुर्गा सिंधी टैम्पल के पास, श्री विजयनगर, जिला श्रीगंगानगर की ओर से प्रस्तुत स्टेटमेंट आफ क्लेम अस्वीकार किया जाकर खारिज किया जाता है तथा अप्रार्थी प्रबंधन पंजाब व सिंध बैंक जयपुर द्वारा श्रमिक दर्शन कुमार, चपरासी, शाखा श्री विजयनगर, की गई सेवामुक्ति उचित एवं वैध है। श्रमिक किसी प्रकार की राहत पाने का अधिकारी नहीं है।

केदार लाल गुप्ता, न्यायाधीश

नई दिल्ली, 1 अगस्त, 2016

का.आ. 1608.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ सं. 05/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01.08.2016 को प्राप्त हुआ था।

[सं. एल-12011/163/2002-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 1st August, 2016

S.O. 1608.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 01.08.2016.

[No. L-12011/163/2002-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 05 of 2003

Parties : Employers in relation to the management of UCO Bank

A N D

Their workmen

Present: Justice Dipak Saha Ray, Presiding Officer

Appearance :

On behalf of the Management : Mr. N. Seal, Ld. Counsel

On behalf of the Union : None

State : West Bengal

Industry : Banking

Dated: 15th March, 2016

AWARD

By Order No.L-12011/163/2002-IR(B-II) dated 07.11.2016 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of UCO Bank in terminating the services of Shri P.K. Sen in the name of voluntary cessation of service is legal and justified? If not, what relief the workman is entitled to?”

2. When the case is taken up today for hearing, none appears on behalf of the union though the management is represented by its Ld. Counsel. It is evident from the record that the union was absent for the last two consecutive dates. It appears that the union failed and neglected to appear today inspite of specific order passed by the Tribunal on the last date.

3. Considering the above, it may reasonably be presumed that the union at whose instance the instant reference has been initiated is not at all interested to proceed with the reference. So, no fruitful purpose will be served in keeping the matter pending.

4. Accordingly, the instant reference is disposed of by passing a “No Dispute Award”.

Dated, Kolkata,
The 15th March, 2016

Justice DIPAK SAHA RAY, Presiding Officer

नई दिल्ली, 1 अगस्त, 2016

का.आ. 1609.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ सं. 37/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 01.08.2016 को प्राप्त हुआ था।

[सं. एल-12011/90/2007-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 1st August, 2016

S.O. 1609.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 01.08.2016.

[No. L-12011/90/2007-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 37 of 2007

Parties : Employers in relation to the management of Central Bank of India

A N D

Their workmen

Present: Justice Dipak Saha Ray, Presiding Officer

Appearance :

On behalf of the Management : Mr. G.C. Chakraborty, Ld. Counsel

On behalf of the Workman : Mr. M. Rahaman, Ld. Counsel

State : West Bengal

Industry : Banking

Dated: 18th March, 2016

AWARD

By Order No.L-12011/90/2007-IR(B-II) dated 28.11.2007 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the deceitful attitude of the management of Central Bank of India, Kolkata in imposing the penalty of ‘removal from service with superannuation benefits’ on Shri Pankaj Kumar Saha, Clerk of Chandamari Branch, Coochbehar is justified? If not, what relief the concerned workman is entitled to?”

2. Bereft of all unnecessary details, the case of the workman is as follows:

The concerned workman, namely, Pankaj Kr. Saha was posted as Head Cashier ‘E’ at the relevant point of time. On the relevant date Branch Manager of the Central Bank of India, Chandamari Branch was absent and accordingly as per the guidelines of the Bank, the said workman was also in-charge of the Branch Manager. On 14.12.2000 a ‘Memo’ was issued directing the workman to show cause why disciplinary action should not be taken against him for the alleged five acts of misappropriation of the Bank’s fund. The workman replied to the said Memo. The Bank being not satisfied with the said reply, issued chargesheet against him on 27.02.2002. Subsequently, departmental enquiry was started on 26.06.2002 and he was transferred to Coochbehar Bazar Branch as a Clerk, i.e., the post which he held before his promotion as Head Cashier ‘E’ and thereafter he was suspended from service. The enquiry proceeding was concluded on 19.12.2003 and the Enquiry Officer submitted his report before the Disciplinary Authority finding the workman guilty of the charges. The Disciplinary Authority ultimately imposed punishment removing him from service with superannuation benefit. The concerned workman preferred an appeal against the punishment imposed upon him. But the Appellate Authority upheld the order of the Disciplinary Authority. Accordingly, an industrial dispute was raised by the workman. Hence the present reference.

3. The management has opposed the case of the workman by filing written statement contending *inter alia* that while the workman, Pankaj Kr. Saha was performing the duties as Head Cashier ‘E’, Bank issued chargesheet against him on 27.02.2002 for his alleged acts of misappropriation of Bank’s fund. Thereafter departmental enquiry was held against him. After considering the evidence – both oral and documentary, Enquiry Officer submitted his report with findings to the Disciplinary Authority. The Disciplinary Authority after considering the report of the Enquiry Officer with reference to the evidence of the proceedings awarded punishment. It is also the case of the management that the Bank/management first issued show cause to the workman. Thereafter charge-sheet was issued against the workman as the reply of the workman did not satisfy the Bank. Thereafter departmental enquiry was held in accordance with the principles of natural justice and all opportunities were given to the workman to defend himself in the enquiry. Accordingly, the management has prayed for rejection of the claim of the workman.

4. In this reference case the concerned workman who is represented by the union has not examined any witness, but has proved some documents, marked Exts. W-01 to W-10 in order to prove his case.

5. The management, on the other hand, in support of its case, has examined one witness Biman Kr. Chatterjee who was the Enquiry Officer of the domestic enquiry. Management has also proved some documents which have been marked Exts. M-01 to M-12.

6. It has been urged that since initiation of the domestic enquiry the attitude of the management was vindictive, because after initiation of the enquiry, the concerned workman was transferred as Clerk i.e., the post which he held before his promotion as Head Cashier ‘E’. It is also urged that domestic enquiry was not proper and valid as natural justice was not extended to him during such enquiry and that he was denied that opportunity to defend his case. It has been further alleged that the findings of the enquiry was not based on evidence.

The management has opposed the above contentions of the workman.

7. In view of such contention and counter contention of the parties, it is the duty of the Tribunal to ascertain as to whether or not the domestic enquiry was valid and proper.

8. From the order dated 20.04.2015 it is evident that after hearing both sides and after considering the evidence on record this Tribunal has come to the conclusion that the domestic enquiry was held properly and the same is legal and valid. The said order has not been challenged as yet. So at this stage it is the duty of the Tribunal to ascertain as to whether or not the punishment imposed upon the workman is adequate.

9. It is submitted on behalf of the concerned workman that the alleged offences of misappropriation were committed by the workman in November/December, 2000. At that time Bipartite Settlements dated 19.10.1966 were in force and in the said settlements the punishment as imposed on the workman, i.e., removal from service with superannuation benefits, was not prescribed and as such it may be held that the punishment as inflicted upon the workman is bad and not binding upon him.

10. Seen Clause 19.7 of the Bipartite Settlement dated 19.10.1966. It appears that in that clause the punishment of removal from service with superannuation benefits has not been prescribed.

11. Now on careful perusal of Memorandum of Settlement dated 10.04.2002, it appears that in the said settlement the Terms of Settlement is “1. The provisions of the said Awards, the First Bipartite Settlement dated 19.10.1966 and/or other subsequent Settlements dated 11.11.1966, 14.12.1966, 23.12.1966, 31.10.1979, 22.11.1979, 28.11.1981, 8.9.1983, 17.9.1984 and 14.2.1995 hereinafter collectively referred to as the said Settlements shall stand superseded and substituted by and in the manner detailed hereunder:”

Clause 6 of settlement dated 10.04.2002 reads as:

“6. An employee found guilty of gross misconduct may:

(a) Be dismissed without notice; or

(b) Be removed from service with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or”

So it is evident that Clause 19.7 of the Bipartite Settlement dated 19.10.1966 has been superseded and substituted by Clause 6 of the Bipartite Settlement dated 10.04.2002.

12. Considering the above discussion it is evident that the punishment of removal from service with superannuation benefits has been prescribed against the employee who is found guilty of gross misconduct and imposition of the said punishment in this case is justified.

13. In view of the above facts and circumstances the decisions of the Hon'ble Supreme Court dated 04.05.1999 and 13.04.2012 passed in connection with Civil Appeal No. 2690 of 1999 and Civil Appeal No. 3550 of 2012 respectively are not applicable.

14. In the order dated 20.04.2015 this Tribunal has already held in paragraph 10 that “From the above facts and circumstances it cannot be said that the Enquiry Officer and the Disciplinary Authority had acted with a bias. It further appears that all the formalities were observed in accordance with the provisions of the Bipartite Settlement of the Bank in holding the enquiry. It has already been pointed out that the domestic enquiry was held in accordance with the principles of natural justice and the workman was given full opportunities to defend his case. The report of the Enquiry Officer (marked Ext. M-08) appears to be based on some evidence and accordingly it does not appear to be *prima facie* perverse to make the domestic enquiry invalid.”

15. Now on perusal of the evidence adduced during the domestic enquiry, it appears that the documentary evidence as well as the oral evidence supported the allegation of misappropriation leveled against the concerned workman by the management.

16. It is well settled that if the enquiry is fair and proper then in the absence of any allegation of victimization or unfair labour practice the Tribunal or Labour Court has no power to interfere with the punishment imposed.

17. Considering the above facts and circumstances and the nature and gravity of the offence, I do not find any reason to interfere with the decision of the management/Bank in removing the concerned workman with superannuation benefits.

18. Accordingly the instant reference is answered in the affirmative and the concerned workman is not entitled to get any relief whatsoever.

Dated, Kolkata,

The 18th March, 2016

Justice DIPAK SAHA RAY, Presiding Officer

नई दिल्ली, 2 अगस्त, 2016

का.आ. 1610.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 19/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/45/2006-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 2nd August, 2016

S.O. 1610.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Vijaya Bank and their workmen, received by the Central Government on 02.08.2016.

[No. L-12012/45/2006-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 19/2006

Date of Passing Award – 15th April, 2016

Between:

The Chairman-cum-Managing Director,
Vijaya Bank, 41/2, M.G. Road, Trinity Circle,
Bangalore – 560 001

...1st Party-Management.

(And)

Their workman Shri Ram Prasad Panda,
C/o. Late Udaya Chandra Panda,
Erdala Street, Parlakhemundi, Gajapati – 761 200
Odisha

...2nd Party-Workman.

Appearances:

Shri Binyak Pr. Nanda, Manager (Law)

... For the 1st Party-Management.

Shri R.P. Panda

... For Himself the 2nd Party- Workman

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of Vijaya Bank and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act vide its letter No. L-12012/45/2006 – IR (B-II) dated 30.08.2006 in respect of the following matter.

“Whether the action of the management of Vijaya Bank in terminating the services of Sh. Ram Prasad Panda, Ex-Clerk w.e.f. 6.8.2003 by way of imposing punishment of Compulsory retirement from service is legal and justified? If not, what relief the workman is entitled to?”

Undisputed facts as emerged from the claim statement of 2nd party-workman and written statement of the 1st party-Management are that when 2nd party-workman Shri Ram Prasad Panda was working as a Clerk in the branch-Bank of 1st Party-Management at Balasore, a complaint was received against him from one Smt. Giribala Jena to the effect that Shri Panda received Rs. 1,70,000/- from Smt. Jena with a request to deposit the same in the Management-Bank in a fixed deposit scheme. But, Shri Panda did not deposit the amount in the Management-Bank and misappropriated it by utilizing the same for his personal purpose.

2. On receipt of such complaint the 1st party-Management conducted a preliminary enquiry and being satisfied with prima facie involvement of Shri Panda in the alleged transaction and other incidents of misconduct like unauthorized absence from duty in different periods and over-drawal of amounts beyond prescribed limit against debit cards issued in his favour, initiated a departmental proceeding against him. He was called upon to submit his explanation on preliminary enquiry report before Departmental proceeding was initiated. He took a stand that he had borrowed the amount from Smt. Jena and the amount was never given to him for purpose of any deposit in a fixed deposit scheme. Not being satisfied with his explanation the Management-Bank issued charge-sheet to him on following eight accounts:-

- a. Your action in not depositing a sum of Rs. 1,70,000/- received by you from Smt. Giribala Jena on 03.04.2001 at our Balasore branch for the purpose of opening of a FD A/c. in her name at the branch and thereafter utilizing the said money for your personal gain/expenditure amounts to cheating a valued client of the branch and tarnishing the image of the Bank in the eyes of the customer and the public which is prejudicial to the interest of the Bank and hence the same constitutes an act of gross misconduct within the meaning of sub-clause (j) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966.
- b. Your action in not depositing a sum of Rs. 1,70,000/- handed over to you on 03.04.2001 by Smt. Giribala Jena in good faith at our Balasore branch for the purpose of opening of a FD A/c. in her name at the branch and thereafter utilizing the said money for your personal gain/expenditure amounts to misusing your official position in the Bank and doing an act of dishonesty which is prejudicial to the interest of the Bank and hence the same constitutes an act of gross misconduct within the meaning of sub-clause (j) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966.
- c. Your action in borrowing a sum of Rs. 1,70,000/- from Smt. Giribala Jena without taking prior permission from the competent authority to the Bank and thereafter not repaying the said debt amounts to doing an act of violation of the guidelines laid down in HO Circular No. 113/97 dated 23.06.1997 and hence the same constitutes an act of gross misconduct within the meaning of sub-clause (e) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966.
- d. Your action in remaining on unauthorized absence from duty from 11.8.2001 to 14.11.2001 at Balasore branch without taking prior permission from the competent authority of the branch amounts to doing an act in violation of the provisions laid down in HO Codified Circular No. 65/93 dated 06.05.1993 and hence the same constitutes an act of minor misconduct within the meaning of sub-clause (a) of clause 19.7 of Chapter XIX of the Bipartite Settlement, 1966.
- e. Your action in not reporting for duty at Balasore branch in accordance with the instructions communicated to you by the then Senior Branch Manager, Balasore branch vide his telegram dated 16.8.2001, letters dated 17.8.2001, 18.9.2001, and 05.10.2001 and by the then Asst. General Manager, Regional Office, Kolkata vide his letter dated 31.8.2001 amounts to disobeying lawful and reasonable orders of your official superiors which is subversive of discipline and hence the same constitutes an act of gross misconduct within the meaning of sub-clause (e) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966.
- f. Your action in withdrawing cash of Rs. 3,500/- through your credit card No. 4921 4040 2400 3313 from our Cuttack branch on 13.08.2001 and thereafter travelling to your native place at Parlakhemundi vis-à-vis the medical certificate dated 20.08.2001 issued by the Medical Officer, District Jail, Balasore indicates that you were not suffering from any fever nor having any genuine medical problem but remained on unauthorized absence from duty with effect from 11.8.2001 at Balasore branch on the ground of feigned sickness and also on the ground of avoiding further enquiries, if any, to be made by the branch as well as your previous landlady Smt. Giribala Jena in regard to refund of the amount of Rs. 1,70,000/-, which was misutilized by you by not depositing the said money in the branch for the purpose of opening of a FD account in her name at the branch, amounts to doing an act which is prejudicial to the interest of the Bank and hence the same constitutes an act of gross misconduct within the meaning of sub-clause (j) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966.
- g. Your action in not maintaining sufficient credit balance in your SB A/c. No. 6809 at Balasore branch so as to meet the bills arisen out of your credit card transactions and thereafter not taking prompt steps for regularization of your overdrawn SB A/c. amounts to doing an act in violation of the guidelines laid down in HO Circulars No. 83/96 dated 12.4.1996 and 74/97 dated 17.04.1997 and hence the same constitutes an act of gross misconduct within the meaning of sub-clause (e) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966.
- h. Your action in not fulfilling the assurance/promise given to the then Senior Branch Manager, Balasore branch by you in your letter dated 13.07.2001 in regard to regularization of your overdrawn SB A/c. No. 6809 on or before 20.07.2001 and thereafter utilizing your credit card No. 4921 4040 2400 3313 without taking steps for regularization of your overdrawn SB account and without maintaining sufficient credit balance in your SB account to meet the subsequent credit card bills amounts to giving false assurances to the then Senior Branch Manager in regard to regularization of your overdrawn SB A/c. and misusing the credit card issued to you by the Bank which is prejudicial to the interest of the Bank and hence the same constitutes an act of gross misconduct within the meaning of sub-clause (j) of clause 19.5 of Chapter XIX of the Bipartite Settlement, 1966.

3. The departmental enquiry was fixed to be held on 22.1.2003, in the Branch office of the 1st party-Management at Balasore and the 2nd party-workman was furnished with the memo of charges and other relevant papers/documents to be relied upon by the Management in the departmental proceeding and duly intimated about the date, time and place of the sittings of the enquiry. Shri Panda sent a telegram on 21.1.2003 expressing his inability to attend the departmental enquiry on account of his sudden illness and requested for an adjournment. On 22.1.2003 the wife and the mother-in-law of Shri Panda met the Enquiry Officer in the branch-Bank and handed-over the application along with photo-copies of the O.P.D. ticket of Balasore hospital and certain other medical papers. In spite of such application of Shri Panda with a prayer to defer the proceedings of the enquiry, the enquiry was conducted *ex parte* and it was concluded on 23.1.2003. Three witnesses were examined and 36 documents were produced on behalf of the Presenting Officer to prove the charges leveled against the 2nd party-workman and there-after a report finding Shri Panda guilty of serious misconduct was submitted by the Enquiry Officer to the Disciplinary Authority. As the 1st Party-Management intended to give major punishment to Shri Panda a copy of the enquiry report was served to him asking him to submit his show cause as to why he shall not be given compulsory retirement. Shri Panda did not submit any representation on the punishment proposed by the disciplinary authority. Ultimately he was imposed with the punishment of compulsory retirement from the services of the Bank with superannuation benefits and without disqualification from future employment. It is pertinent to mention here that the 2nd party-workman had made a representation to his authority to re-open the enquiry on account of the same being conducted *ex parte* despite his prayer for deferment of the enquiry on account of his illness. The said prayer as well as his appeal against the punishment of his compulsory retirement was dismissed by his authority. Hence he raised a dispute before the labour machinery, which resulted in the reference as mentioned earlier.

4. In his claim statement the 2nd party-workman has challenged his dismissal mainly on a contention that he was not extended with due opportunities to defend himself in the departmental proceedings and set *ex parte* despite his application and intimation about his illness and request for deferment. As such the departmental proceeding was conducted *ex parte* in an unfair manner and against violation of the principles of natural justice. The charges framed in the departmental proceedings were contrary to each other. According to him when he had been charged for borrowing a sum of Rs. 1,70,000/- from Smt. Giribala Jena without taking prior permission from his authority in violation of the guidelines laid down in the circular of the Management, he cannot be charged for misappropriating the said amount having received from Smt. Jena for its deposit in a fixed deposit scheme. The transaction between him and Smt. Jena did not cause any loss to the Bank. But, he was imposed with a major punishment on the basis of oral complaint of an outsider.

5. Defending the action taken against the 2nd party-workman the 1st party-Management has taken a stand that the Shri Panda was duly noticed about the date, time of place of the departmental enquiry and he was furnished with all necessary papers and afforded due opportunities to defend himself in the said enquiry. A co-worker was allowed to represent him in the departmental proceeding. Despite such opportunities and intimation he did not participate in the enquiry deliberately and as such he cannot claim that the principle of natural justice was violated while conducting the enquiry. It is also their contention that materials on record more particularly judgement and decree passed by the Civil Court, Balasore in Money Suit No. 28/27 of 2003/2002 clearly establishes the charges of misconduct committed on the part of the 2nd party-workman in his official capacity i.e. being an employee of the Bank and as such no serious mistake has been committed either by the Enquiry Officer or by the Disciplinary Authority in holding the workman guilty of serious misconduct. Besides, it is the contention of the Management that the punishment of compulsory retirement with service benefit is no way disproportionate to the gravity of charges proved against Shri Panda.

6. On the aforesaid pleadings of the parties following issues have been framed for adjudication.

ISSUES

1. Whether the reference is maintainable?
2. Whether the domestic enquiry was fairly conducted in accordance with the principles of natural justice?
3. Whether the punishment of compulsory retirement was given to the workman was proper, justified and proportionate to the charges?
4. If not, to what relief the workman is entitled?

7. Though fairness of the departmental enquiry is challenged in the reference no prayer was sought by either side in the trial to hear the same as a preliminary issue. As such all the issues involving the dispute are dealt in this Award without a preliminary hearing on the fairness of the domestic enquiry.

8. The 2nd party-workman has examined himself as W.W.-1 and filed documents like copy of order of suspension, copy of charge-sheet, counter filed by the Bank before the Addl. Dist. Judge, Balasore, counter filed by the Bank before the Civil Judge, Sr. Division, copy of Bank circular dated 11.3.1997, copy of the Judgement of the Addl. District Judge, Balasore, copy of the proceedings of the disciplinary authority, copy of the reply of the workman dated 3.12.2002 against the charge-sheet, copy of the copy of the letter of workman seeking time, copy of the copy of the application of workman dated 15.2.2003, copy of the copy of the medical report, copy of the copy of X-ray report, copy of the reply of the workman of the proposed punishment, copy of the copy of the leave record of workman and copy of the copy of the bipartite circular of 1986 to substantiate his claim, which are marked from Ext.-1 to Ext.-13. On the other hand, the 1st Party-Management has also examined one of his employee and filed documents like copy of the confidential letter dated 17.7.2001, copy of the confidential letter dated 28.8.2001, copy of the investigation report dated 18.10.2001, copy of the letter dated 13.10.2001 Vijaya Bank, Balasore, copy of the letter dated 13.07.2001 of Shri R.P. Panda to Sr. Branch Manager, Vijaya Bank, Balasore, copy of the letter dated 13.11.2001 of Vijaya Bank, Balasore to Shri R.P. Panda, copy of the letter dated 15.11.2001 of Shri R.P. Panda to Sr. B.M., Vijaya Bank, Balasore, copy of the letter dated 13.8.2001 of Shri R.P. Panda, copy of the letter dated 17.8.2001 of Vijaya Bank, Balasore, copy of the letter dated 21.8.2001 of Shri R.P. Panda for leave, copy of the medical certificate of Shri R.P. Panda, copy of the letter dated 31.8.2001 of Vijaya Bank, to Shri R.P. Panda, copy of the letter dated 05.09.2001 of Shri R.P. Panda to Sr. B.M., Vijaya Bank, Balasore, copy of the letter dated 18.09.2001 of Vijaya Bank, Balasore to Shri R.P. Panda, copy of the letter dated 18.09.2001 of Vijaya Bank, Balasore to A.G.M., RO, Calcutta, copy of the letter dated 24.09.2001 of R.P. Panda to Sr. B.M. Vijaya Bank, Balasore, copy of the letter dated 4.10.2001 of Shri R.P. Panda to Sr. B.M. Vijaya Bank, Balasore, copy of the letter dated 5.10.2001 to Shri R.P. Panda, copy of the letter dated 15.10.2001 of Shri R.P. Panda, copy of the ticket for out-door patients, copy of the letter dated 17.10.2001 of R.P. Panda, copy of the letter dated 30.10.2001 of Shri R.P. Panda, copy of the Medical Certificate of Shri R.P. Panda, dated 30.10.2001, copy of the OPD ticket, copy of the letter dated 1.11.2001 to Shri R.P. Panda, copy of the charge-sheet, copy of the letter dated 5.12.2002, copy of the letter dated 30.12.2002, copy of the letter dated 23.12.2002 to Shri R.P. Panda, copy of the illness report of Shri R.P. Panda, copy of the proceedings report, copy of the findings and letter dated 10.5.2003, copy of the letter dated 24.5.2003 to Shri R.P. Panda, copy of the proceedings dated 6.8.2003, copy of the Money Suit No. 28/27 of 2003/2002, copy of the appellate order dated 13.10.2003, copy of the Bipartite settlements, copy of the guidelines-circular No. 113/97, copy of the circular No. 74/97 over dues in respect of credit card operations, copy of the circular No. 83/96 credit card scheme, recovery of over dues, copy of the attendance register for the month of Aug., 2001 to Nov., 2001, copy of the letter dated 20.4.2010 of Sasmita Jena, copy of the codified circular No. 65/93 – leave rules marked Ext.-A to Ext.-AR to refute the allegations raised by Shri Panda.

FINDINGS

ISSUE NO. 2

9. This issue being vital for just decision of the case is taken up first for consideration. The fairness of the domestic enquiry has been challenged by the 2nd party-workman mainly on a contention that the enquiry was conducted setting him exparte despite he filed a representation to defer the enquiry on account of his inability to participate in the enquiry due to his illness. In that regard he has relied upon the O.P.D. certificate exhibited as Ext.- 10/2. No serious dispute has been raised by the 2nd party-workman that he was aware of the date and time of holding of the enquiry in the branch-Bank at Balasore on 22.1.2003. It is emerging from his evidence that he had visited the hospital at Balasore to get him examined medically for his illness. Similarly he went for X-ray examination and came to post office for sending the telegram to the Enquiry Officer to defer the enquiry. When the 2nd party-workman could move the hospital, x-ray centre and post office he could not explained reasonably as to what prevented him from attending the departmental enquiry to seek an adjournment. There is no serious dispute to the fact that his wife and mother-in-law were deputed to file the application on his behalf before the Enquiry Officer. The medical papers do not suggest in any manner that the movement of the 2nd party-workman was restricted for which he could not attend the enquiry. In that view of the matter the Enquiry Officer cannot be said to be whimsical or to have committed any error or wrong in rejecting the representation of the 2nd party-workman and to proceed with the enquiry in his absence. It is emerging from the orders of charges that the enquiry was also carried out on 23.1.2003 and the workman could have personally appeared before the Enquiry Officer on that day and pleaded for an opportunity to participate in the enquiry. When the 2nd party-workman was aware of the date and time of the enquiry proceeding and he did not choose to participate in the enquiry at his own risk, in such an event plea of violation of principles of natural justice is deemed to have been waived and he has estopped from raising the question of non-compliance of the principles of natural justice. No pleading has been raised by the 2nd party-workman that the principle of natural justice was violated for any other reason than conducting the enquiry exparte. In the above back-drop when the 2nd party-workman failed to justify his absence in the

enquiry proceedings his plea of violation of the principles of natural justice for not extending him to defend himself in the departmental proceeding cannot be accepted.

10. That, apart it cannot be over-sighed from Ext.- 6 that the Court of First A.D.J. Court, Balasore has held the 2nd party-workman to have received the amount of Rs. 1,70,000/- from Girilabala Jena. More particularly in Ext.-6 the Court of Adhoc Additional District Judge, Balasore has clearly said in page-9 of its judgement that the amount was given to the 2nd party-workman by the plaintiff (Smt. Giribala Jena) to keep the same in a fixed deposit scheme in his Bank, and he had failed to deposit the same. In the above back-drop even if it is accepted for the argument sake that the principle of natural justice has been violated in the departmental proceedings and the enquiry was not conducted in fair manner, the allegation raised against the 2nd party-workman for allegedly receiving the amount from Smt. Jena for its deposit in a scheme as well as his failure to deposit the amount in the Management-Bank in a fixed deposit scheme is well established in this Tribunal by virtue of the judgement of the Civil Court under Ext.-6. The amount seems to have been handed-over to him in good faith on account of he being an employee of the 1st Party-Management-Bank for its deposit in a fixed deposit scheme. Having failed to deposit the amount in any scheme and utilizing the same for his personal gain the 2nd party-workman has committed breach of trust and brought ill repute to the Bank. The charges related to the conduct of Shri Panda in a financial institution whereby taking advantage of his official position he attempted to procure unlawful pecuniary benefits for himself by utilizing the amount for his own need instead of making a deposit in the Bank as desired by Smt. Jena. He was said to have siphoned the money of a proposed account holder of the Management-Bank, when the amount was handed-over to him keeping in view of his employment in the Bank in view. Thus he has betrayed the trust between the management-Bank and its customer. It is further emerging from the materials on record that for his above conduct Bank was also impleaded as a party in the Civil Suit and required to defend itself from the liability to pay the amount to Smt. Jena. Hence the plea of the 2nd party-workman that no serious misconduct was committed by him by borrowing Rs. 1,70,000/- from one individual person does not hold good and it cannot be taken into consideration to exonerate him at least from the charge No. 1 and 2. In that view of the matter Shri Panda was not prejudiced in any manner on account of the departmental enquiry being held in his absence. Accordingly this issue is answered affirmatively in favour of the 1st Party-Management.

ISSUE NO. 3

11. The 2nd party workman had challenged his compulsory retirement pursuant to being found guilty of serious misconduct in the departmental proceeding on a contention that the amount of Rs. 1,70,000/- was taken by him from one Smt. Giribala Jena as a loan. It was a private transaction between him and Smt. Jena in their individual capacities and the same is no way connected to his official work. Certified Standing Order of the Bank does not prohibit any employee from taking personal loan from any individual except seeking permission for availing of such a loan from a financial institution. In that view of the matter he cannot be held guilty of serious misconduct and as such the punishment of compulsory retirement is highly disproportionate to the charges for which he was held guilty. On close reading of the documents relied upon by the parties including that of the judgement of the Civil Court, Balasore decreeing the suit of Smt. Giribala Jena (Ext.- 6) it cannot be held or said that there was a loan transaction between the 2nd party workman and Smt. Jena. As per the findings of the Departmental Enquiry as well as finding of the Civil Court the amount was given to the delinquent for its deposit in the Management Bank in a fixed deposit scheme. The amount was given to him as the 2nd party workman was an employee of the Management-Bank and even though no financial loss is caused to the Management Bank, the 2nd party workman undisputedly misused his position as a Bank employee having received the amount for its deposit in a scheme and thereby betrayed a proposed account holder/customer of the Bank. Further, having failed to deposit the amount in the Bank he misused his position of trust between him and the Bank. Though the Management Bank had not suffered any financial loss, it cannot be over-looked that the Bank was dragged to the Court of Law in Civil Suit. By such action of the 2nd party workman the Bank had lost its confidence on the 2nd party workman. Shri Panda was holding the position of trust in the Bank, which he betrayed by virtue of using the money of Smt. Jena for his personal purpose. Thus, the alleged act on the part of the 2nd party workman can be held to be an act prejudicial to the interest of the Bank or gross negligence on his part in discharging his official duty as well as an act that willfully damage or attempt to cause damage to the property of the Bank or any of its customers as covered in Rule 19.5 (j) and (e).

12. Having found guilty of such serious misconduct the 2nd party-workman could have been dismissed from Bank service. On the other hand the Management Bank has given compulsory retirement to the 2nd party workman with all superannuation benefits and scope of future employment. Hence the punishment imposed to the 2nd party-workman cannot be held disproportionate to the gravity of the misconduct committed by the 2nd party-workman. Thus the issue is answered against the 2nd party-workman.

ISSUE NO. 1 & 4

13. In view my findings given in respect of Issues No. 2 and 3 the above issues require no discussions and answer.

Award/Findings

14. For the reasons and discussions mentioned above the 2nd party-workman is not entitled to any relief.
15. The reference is answered accordingly.

Dictated & Corrected by me.

B.C. RATH, Presiding Officer

नई दिल्ली, 2 अगस्त, 2016

का.आ. 1611.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चण्डीगढ़ के पंचाट (संदर्भ सं. 14/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/56/2009-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 2nd August, 2016

S.O. 1611.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2009) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 02.08.2016.

[No. L-12012/56/2009-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

Present: Sri Kewal Krishan, Presiding Officer

Case No. 14/2009

Registered on 03.11.2009

Sh. Vinod Kumar Verma, S/o Sh. Ram Rakha,
R/o H.No.1895, Sector 32-A, Chandigarh

...Applicant

Versus

1. Indian Bank, G.T. Road, Bathinda, through its Branch Manager.
2. The General Manager, Indian Bank, Home Resource Management Department (Personnel Department) 66, Raja Ji Salai, Chennai-600001.
3. The Assistant General Manager, Indian Bank (Personnel Department) Circle Office, SCO 189-192, Sector 7-C, Chandigarh

...Respondents

APPEARANCES

Present - Workman in person

AWARD

Passed on:- 19.7.2016

Vide Order No.L-12012/56/2009-IR(B-II), dated 13.10.2009 the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of Indian Bank in awarding the punishment of compulsory retirement with superannuation benefits to Sh. Vinod Kumar Verma, Clerk is legal and justified? What relief the workman is entitled to and to what extent?”

The facts, in brief, are that workman was appointed as Clerk with respondent bank on 31.03.1989. He was issued a charge-sheet dated 15.1.1983 on 14 counts of misconduct. He did not file any reply and inquiry officer was appointed who after recording the evidence submitted his report dated 8.3.2004 holding that charges are proved against the workman. Copy of the inquiry report was sent to the workman and he submitted a reply.

He was given an opportunity of personal hearing to which he submitted reply. After considering the entire matter, the punishing authority compulsorily retired the workman with superannuation benefits vide order dated 6.1.2005. The appeal preferred by him was also dismissed.

Now, according to the workman, the departmental inquiry was held against rules and he was never intimated the date of inquiry which was conducted on his back and as such the inquiry is invalid.

The management filed written statement pleading that the inquiry was held as per procedure and due opportunity was given to the workman to appear there. That the Inquiry Officer recorded the evidence and on its basis, he came to the conclusion that charges are proved against the workman and there is no defect in the inquiry and the inquiry is legal and valid.

After hearing the counsel for the parties, the enquiry was held to be fair and proper vide order dated 12.01.2015. Thereafter, the case was adjourned for hearing arguments on the quantum of punishment awarded.

Today the workman appeared and made a statement recorded separately that the punishment awarded to him was legal and valid and he did not want to pursue the reference.

In view of his statement, the reference is decided against the workman, holding that the punishment awarded to him is legal and justified and he is not entitled to any relief.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 2 अगस्त, 2016

का.आ. 1612.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 3/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/52/2010-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 2nd August, 2016

S.O. 1612.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 02.08.2016.

[No. L-12012/52/2010-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 3/2011Date of Passing Award – 29th February, 2016**Between:**

The Senior Manager,
UCO Bank, Kharagprasad Branch,
P.O. Meramundali,
Dist. Dhenkanal

... 1st Party-Management**(And)**

Their workman Shri Anil Kumar Pradhan,
C/o. Trinath Swain, At. Balighat,
(Subhadra Nagar), Pin 0 752 002

... 2nd Party-Workman**Appearances:**

| | | |
|--|-----|---|
| M/s. D.P. Pattnaik, S.K. Panigrahi, Advocate | ... | For the 1 st Party- Management |
| M/s. B.P. Mishra, Advocate | ... | For the 2 nd Party- Workman |

AWARD

An industrial dispute existing between the employers in relation to the management of UCO Bank, Kharagprasad Branch and their workman has been referred to this Tribunal by the Government of India in the Ministry of Labour exercising the powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act vide its letter No. L-12012/52/2010-IR(B-II) dated 20/30.12.2010.

2. The matter under dispute has been given under the Schedule of the aforesaid letter which reads as follows:-

“Whether the action of the management of UCO Bank, Kharagprasad Branch, Dhenkanal by terminating the services of Shri Anil Kumar Pradhan, Sweeper/casual workman w.e.f. 28.08.2009 violating Section 25(F) of the I.D. Act, 1947 is legal and justified? What relief the workman is entitled to?”

3. The case of the 2nd Party-workman, in nutshell is that on the retirement of one Balabati Samal, who was working as a Sweeper in the establishment of the 1st Party-Management at Khadagaprasad Branch, he was engaged to work as a Sweeper on daily wage basis with effect from 1.6.2005. He worked as such till 28.8.2009 when his services was terminated without following the law and procedures as laid down under section 25-F of the Act. According to him he was working as a Sweeper continuously and uninterruptedly for the period from 01.06.2005 to 28.08.2009 on payment of daily wage of Rs. 100. Despite he being enrolled as a temporary and daily wagger to give continuous service to the 1st Party-Management he was retrenched without due compliance of the provisions of Section 25 of the Industrial Disputes Act and one Shri A.K. Pradhan who is given employment as a Sweeper. It is his prayer that his removal being illegal and unjustified in the eye of law and the same being violation of the provisions of the Industrial Disputes Act he should be reinstated into the service with all back wages and all benefits of service.

4. The 1st Party-Management has contested the claim statement of the 2nd Party-workman pleading inter alia that the 2nd party-workman was never given temporary or permanent employment in its branch office at Khadagprasad. Formalities like declaration of vacancy, general notice for invitation of application and holding interview are being followed while appointment is being made in regular vacancies in its branch office or its office and as such question did not arise to give appointment to the 2nd Party-workman without following the above procedures. Further stand of the Management is that after retirement of Shri Balabati Samal the 2nd Party-workman was engaged as casual labourer/worker intermittently on daily wage basis, whenever his service was required. He was never engaged continuously and uninterruptedly for a period of more than 240 days in a year preceding of his alleged dismissal/removal from service. He was neither a regular worker nor regular daily wagger. It is the specific stand of the Management that the 2nd Party-workman was paid wage of Rs. 100 per day when he was engaged. As he was never engaged temporarily or casually for a continuous period and his service was taken intermittently on the basis of need, question does not arise for complying the provisions of Section 25-F of the Industrial Disputes Act for his disengagement. Refuting the pleadings of the workman the Management has submitted for rejection of his statement of claim.

5. On the pleadings of the parties and as per the schedule of reference the following issues were framed.

ISSUES

1. Whether the action of the Management of UCO Bank, Kharagprasad Branch, Dhenkanal by terminating the services of Shri Anil Kumar Pradhan, Sweeper/Casual workman w.e.f. 28.8.2009 violating Section 25-F of the Industrial Disputes Act, 1947 is legal and justified?
2. What relief the workman is entitled to?

6. It is pertinent to mention here that the 2nd Party-workman and the 1st Party-Management have examined one witness each on their behalf and the workman has exhibited document Ext.-1 and 2 in support of his claim.

FINDINGS**ISSUE No. 1 & 2**

7. For the sake of convenient both the issues are taken up together for consideration. On scrutiny of oral evidence of the 2nd Party-workman it is seen that his sworn affidavit evidence is nothing more or less than the pleadings set out in his claim statement as mentioned in supra. Ext.-1 is the Xerox copy of the particular of casual sweepers working in different branches/offices in Sambalpur Zone on daily wage as on 31.12.2008 and the witness has not explained as to how he came across the document (Ext.-1). Its authenticity is required to be proved and that apart if the contents of the Ext.-1 is accepted for argument sake the same does not suggest that the 2nd Party-workman was in continuous service of more than 240 days in a year preceding of his alleged dismissal from service. Rather, it is emerging from the contents of Ext.-1 that it is a list of casual workers to be engaged as a Sweeper on a daily wage of amount noted against each of casual worker. Except this scrap of paper no other document is pressed into evidence by the 2nd Party-workman to establish that he was employed regularly and continuously as daily wagger to discharge the duties of a Sweeper after retirement of Shri Balabati Samal. Had he been engaged continuously and uninterruptedly on regular basis his attendance would have been reflected in the office attendance register of the 1st Party-Management. His monthly salary disbursement or disbursement of daily wage would have been reflected in the daily cash book or in other register. The 2nd Party-workman could have called those registers to prove continuity of his service as well as his engagement for more than 240 days in a year. No other document except Ext.-1, whose authenticity is to be established, has been filed by the 2nd Party-workman to establish that he was engaged or employed in the establishment of the 1st Party-Management for more than 240 days in a year preceding to his alleged dismissal from service. Mere oral statement in this regard is not sufficient to give the 2nd Party-workman the benefits of the provisions of Section 25 of the Act in view of the settled principles of the Apex Court that one of the conditions required is that the workman is employed in any industry for continuous period which could be not less than 240 days in a year and the burden lies on the workman to prove the above fact and it is necessary for the workman to produce the relevant materials to prove that he was actually worked with the employer for not less than 240 days during the period of calendar months preceding the date of termination. Except oral claim the workman has not produced any relevant papers to prove the above fact. No proof of receipt of salary or wages or any record or order in that regard is produced: no co-employee is examined: no step is also taken on behalf of the 2nd Party-workman to call for the muster roll or any relevant registers from the Bank to show his continuous employment. Mere admission of Management Witness No. 1 in his cross examination that the 2nd Party-workman was engaged as a Sweeper after retirement of Shri Balabati Samal is not sufficient in view of the specific pleadings that he was employed temporarily and intermittently on daily wage basis, whenever the Management required his services. Further it is improbable that the workman, who claims to have been engaged for a long period, could not possess any documentary evidence to prove the nature of his engagement and the period for which he worked with the employer. Therefore I am constrained to hold that the workman has failed to discharge his burden to prove that he was a workmen engaged in the 1st Party-Management-Bank as defined under section 2(s) of the Industrial Disputes Act. As per the discussions made above, the 2nd Party-workman is not entitled to any relief or protection as per the Provisions of Section 25 of the Act and his removal, if any, cannot be said to be illegal and unjustified.

8. Reference is answered accordingly.

Dictated & Corrected by me.

B.C. RATH, Presiding Officer

नई दिल्ली, 2 अगस्त, 2016

का.आ. 1613.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 7/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.08.2016 को प्राप्त हुआ था।

[सं. एल-12012/10/2010-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 2nd August, 2016

S.O. 1613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 02.08.2016.

[No. L-12012/10/2010-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR****Present:**

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 07/2010

Date of Passing Award – 22nd April, 2016

Between:

The Deputy General Manager,
Indian Bank, Circle Office, Sahidnagar,
Bhubaneswar – 751 007

...1st Party-Management

(And)

The General Secretary,
Indian Bank Employees Union,
Plot No. 32, Ashok Nagar, Bhubaneswar.
Odisha. Pin – 751 009

...2nd Party-Union

Appearances:

Shri Kunal Kishore, Law Officer

...

For the 1st Party- Management

Shri Ashok Kr. Mohanty, General Secretary

...

For the 2nd Party- Union

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of Indian Bank, Circle Office, Sahidnagar and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act vide its letter No. L-12012/10/2010 – IR (B-II) dated 27.04.2006 in respect of the following matter.

“Whether the action of the management of Indian Bank, Bhubaneswar in imposing punishment of Stoppage of four increments with cumulative effect vide order dated 24.3.2006 to Shri Gouraga Chandra Panigrahi, Driver-cum-Peon is legal and/or justified? What relief the workman is entitled to?”

2. The case of the 2nd party-Union is that the disputant workman was appointed as a Driver on 09.08.1989 in the Berhampur Branch of the 1st Party-Management and by that time he was under-matriculate. Pursuant to an advertisement in Telegu Daily News Paper (Ennadu) regarding correspondence course and S.S.L.C. examination conducted by Andhra University he registered himself as examinee for such S.S.L.C. course under the said University. He was issued with the admit card for his appearance in examination. Accordingly he appeared the said S.S.L.C. examination in Tekaly Degree College of Andhra Pradesh conducted under the supervision of the Andhra University in the year 1996. It is the further claim of the 2nd Party-Union that the workman received his S.S.L.C. pass certificate by Regd. Post on 26.7.1996. After receipt of the same he moved an application to his authority along with the said S.S.L.C. certificate for entering his qualification in his service book. He was not aware of the fact that the matric certificate received by him was a fake and un-genuine one. It is the claim of the workman that after lapse of several years of his submission of above application charge-sheet was issued to him alleging that he submitted a fake and fraudulent certificate for entering his qualification in his service book on the basis of an information given by the Comptroller of Examination of Andhra University. The Management initiated a departmental proceeding without waiting for his written explanation. The departmental enquiry was held in haste and the Management did not prefer to adduce any evidence in the said departmental proceedings. The information given by the Andhra University was accepted in the Departmental Proceeding without the same being proved to have been received in official transaction. As the documents relied upon by the Management were admitted and accepted in evidence by the Enquiring Officer without a single witness being examined by the Management towards its proof and correctness of the information emerging from the documents, the workman was deprived of an opportunity to demolish the contents of those documents. Principles of natural justice having been violated in the departmental proceedings the enquiry was not fair. Since the enquiry was not conducted in a fair manner it is the case of the 2nd Party-Union that the punishment of withholding four increments of the disputant workman with cumulative effective is not legal and justified.

3. The Management has refuted the stand of the 2nd Party-Union pleading inter alia that the 2nd party workman committed serious misconduct by furnishing false information deliberately about his qualification and submitting a fake and fraudulent certificate to his authority for the purpose of recording his qualification in his service book so as to enable him to get higher promotion in his service career. In course of routine verification it was detected that the matriculation certificate submitted by the disputant workman was not genuine. In that regard a reply was received from the comptroller and examiner of the Andhra University. When it was found that the disputant workman had submitted a fake and forged certificate he was called upon to submit his explanation as to his conduct and action as the same amounts to serious misconduct as defined in clause 5(m) of the Memorandum of Settlement arrived between the Management and its Employees Association. Hence a departmental proceeding was initiated with appointment of an enquiry officer. It is the claim of the Management that adequate opportunity was given to the disputant workman to defend his case. He was afforded opportunity to examine his witnesses and to adduce evidence. When he failed to adduce any evidence the Management was given opportunity to lead its evidence. Before imposing punishment the disputant workman was issued with the copy of the enquiry report and asked for his show cause as to why major punishment shall not be inflicted on him on account of he being found guilty of misconduct having submitted a fake and forged certificate towards his qualification. The quantum of punishment imposed on the disputant workman was not disproportionate to the gravity of the misconduct committed by him. Hence prayer has been made on behalf of the Management for dismissal of the reference.

4. On the above pleadings of the parties following issues have been framed for adjudication of the dispute.

ISSUES

1. Whether the action of the Management of Indian Bank, Bhubaneswar in imposing punishment of "Stoppage of four increments with cumulative effect vide order dated 24.3.2006 to Shri Gouranga Chandra Panigrahi, Driver-cum-Peon is legal and justified?
2. What relief the workman is entitled to?

5. On behalf of the 2nd party-Union oral as well as documentary evidence have been adduced. The workman Shri Gourang Ch. Panigrahi has examined himself as a witness and the documents like copy of the letter dated 28.8.1996 of the workman intimating the management about pass of H.S.C., (Ext.-1) copy of H.S.C. issued by Andhra University (Ext.-2), identity card issued by the University to appear H.S.C. examination (Ext.-3), letter dated 20.8.2002 of the Management to the workman indicating the certificate is not genuine (Ext.-4), copy of the letter of the Controller of Examination dated 12.8.2002 (Ext.-5), copy of the letter dated 7.2.2003 of the workman (Ext.-6), Suspension order dated 6.2.2003 (Ext.-7), Charge-sheet dated 14.7.2003 (Ext.-8), copy of the notice of the enquiry (Ext.-9), copy of the proceedings of enquiry dated 9.7.2003 (Ext.-10) enquiry report submitted to the Disciplinary Authority (Ext.-11), copy of letter dated 24.3.2006 of disciplinary authority (Ext.-12), letter dated 3.4.2006 of the workman (Ext.-13), order of punishment dated 3.4.2006 of the Disciplinary Authority (Ext.-14), Order dated 3.4.2006 of the Disciplinary Authority (Ext.-15), letter of the workman dated 17.5.2006 (Ext.-16) and letter dated 27.9.2006 of the Appellate Authority (Ext.-17). On the other hand, the 1st Party-Management has examined the Enquiry Officer, Shri Damodar Sahu as its witness and relied upon the documents like xerox copy of the appointment letter of Enquiry Officer dated 14.2.2003 (Ext.-A), xerox copy of appointment letter of Presenting Officer dated 14.2.2003 (Ext.-B), xerox copy of findings of the Enquiry Officer dated 20.12.2003 (Ext.-C), xerox copy of the letter dated 28.8.1996 of Shri Gouranga Charan Panigrahi (Ext.-D) to refute the allegations raised by the 2nd party-Union.

FINDINGS

ISSUES NO. 1 & 2

6. Both the issues being vital and inter-linked to each other are taken up together for consideration.

It is seen from the pleadings and evidence of the 2nd party-Union that there is no serious dispute to the fact that the disputant workman informed in writing to his authority that he had appeared matriculation examination conducted by Andhra University in March, 1996 and came out successful in the said examination. He made a request to his authority to incorporate his qualification in his service record. He furnished attested Xerox copy of his matriculation certificate and mark-sheet along with his application. Similarly no dispute seems to have been raised by the disputant workman on the letter issued by the Comptroller and Examination, Andhra University whereby information was furnished to the Management that the certificate & mark-sheet were not genuine as no candidate in the name of the disputant workman had passed the examination in that year. It is also emerging from the pleadings and evidence of the parties that above documents were relied upon by the Management in the domestic enquiry to prove the misconduct of the disputant workman. The disputant workman has not raised any serious issue to the effect that he has not furnished those copies of S.S.L.C. certificate and mark-sheet when charge-sheet was issued to him. He did not raise any objection before the Enquiry Officer on the letter purported to be issued by the Comptroller of Examination of Andhra

University. His only grievance against the Enquiry Officer is that he did not ask the Management to examine a witness on behalf of the Management in the said proceedings to ascertain the veracity of those certificate, mark-sheet and reply of the Comptroller of Examination of Andhra University and accepted the contents of the alleged letter issued by the Comptroller of Examination of Andhra University that the certificate and mark-sheet are fake without ascertaining the correctness and genuineness of the certificate and mark-sheet issued in favour of the disputant workman and without verifying the authenticity of the letter alleged to have been issued by Andhra University. Having failed to do so the enquiry cannot be said to be fair and impartial. According to him had been a witness examined by the Presenting Officer he could have proved about his innocence. But the above pleading and contention advanced by the disputant workman do not either prove or suggest that any prejudice was caused to him in the departmental proceeding in view of the Management preferring not to examine any of his employee as a witness. The enquiry cannot also be said to be unfair or to have been conducted in violation of principle of natural justice merely the Management failed to examine any one to prove the charges issued against the disputant workman. There is no need of adducing oral evidence when the parties themselves admit the documents on the basis of which charges of misconduct are brought. In the case at hand when the disputant workman did not challenge the reply of the Comptroller of Examination of the Andhra University on his certificate and mark-sheet the Department/Management need not require to adduce any oral evidence to prove that the certificate and mark-sheet furnished by the disputant workman were fake and fraudulent. In this circumstance burden shifts to the disputant workman to establish that he was innocent and the certificate and mark-sheet submitted by him were either genuine or it was received by him in due course of law or procedure for which he could believe that he came out successful in S.S.L.C. Examination. It appears from the oral testimony of Enquiry Officer (M.W.-1) as well as the perusal of the departmental enquiry proceeding file that the Enquiry Officer had offered opportunity to the disputant workman to adduce his evidence to disprove the charges of misconduct brought against him. Undisputedly he did not adduce any evidence or file any documents to show that he duly received the certificate and mark-sheet for which he could know about his success in the examination. In his deposition the Enquiring Officer has clarified and categorically stated as to how he was appointed as an Enquiring Officer and he gave all sort of opportunities to the Presenting Officer as well as to the delinquent workman to put-forth their pleadings and evidence in the departmental enquiry so as to enable him to give a correct finding and report in the departmental proceeding. Though this witness seems to have been cross examined at length by the disputant workman in the trial before this Tribunal nothing, substantial has been brought out to establish that any principle of natural justice was violated or unfair practice was adopted while conducting the departmental enquiry. Thus the disputant workman has failed to show that the action of the Enquiring Officer was not fair or his action against the principle of natural justice in the departmental proceeding.

7. Coming to the findings of the Enquiring Officer as to the misconduct committed by the disputant workman and the quantum of punishment imposed on him it is found that the disputant workman was held guilty of furnishing false information and submitting a fake and fraudulent certificate. Such finding was based upon the information and certificate and mark-sheet supplied by the disputant workman. The workman did not adduce any evidence to show that he passed the S.S.L.C. examination as claimed under the alleged fake certificate. It is the responsibility and risk of the disputant workman to establish the correctness of his information which he intimated to his authority for the purpose of entry of his qualification in his service record. When he admits to have furnished information about his coming out success in S.S.L.C. examination and requested to enter his qualification in his service record on the basis of S.S.L.C. certificate and mark-sheet received by him, it was his boundent duty to know about the authenticity and correctness of such information before moving to his authority. He was required to verify the genuineness and correctness of the certificate and mark-sheet before forwarding the same to his authority. If he fails in the above aspect of the matter there shall be a presumption that he furnished false information and he submitted deliberately a fake and un-genuine certificate to his authority for the purpose of service benefit. Such conduct and action on the part of the disputant workman undoubtedly a serious misconduct as held by the Management and warrants severe punishment like dismissal of service. Hence mere stoppage of four increments with cumulative effect for the above misconduct does not seem to be disproportionate to the gravity of the alleged misconduct committed by the disputant workman. Therefore, I do not find any lapses or irregularities on the part of the Management holding him guilty of misconduct for allegedly furnishing false information and submitting fake and un-genuine certificate towards his qualification as well as imposing a punishment of stoppage of four increments.

Award/Findings

8. Hence, for the reasons and discussions made above the dispute raised by the 2nd Party-Union has no merit and the same is rejected.

9. The reference is answered accordingly.

Dictated & Corrected by me.

B.C. RATH, Presiding Officer

नई दिल्ली, 3 अगस्त, 2016

का.आ. 1614.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, पटना के पंचाट [संदर्भ सं. आईडी केस नं. 01(C) से 25(C)/2013] को प्रकाशित करती है जो केन्द्रीय सरकार को 20.07.2016 को प्राप्त हुआ था।

[सं. एल-12025/01/2016-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 3rd August, 2016

S.O. 1614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. Case No. 01 (C) to 25 (C) of 2016) of the Central Government Industrial Tribunal-cum-Labour Court, Patna as shown in the Annexure in the Industrial Dispute between the management of Madhya Bihar Gramin Bank and their workmen, received by the Central Government on 20.07.2016.

[No. L-12025/01/2016-IR (B-I)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No.: 01(C) to 25 (C) of 2013

Between the management of Chairman, Madhya Bihar Gramin Bank, H.O- Meena Plaza, South of Museum, Patna-800001 and their workmen.

I.D. Case No.: 01 (C) of 2013

1. Shree Ram Ojha, S/o- Late Kavilas Ojha, Vill.- Maniara, P.O- Sikarian, P.S- Tiar, Dist.- Bhojpur.
2. Sri Surendra Pandey, S/o- Late Gaya Pandey, Vill. & P.O- Banahi, P.S- Sahpur, Dist.- Bhojpur.
3. Sri Subhas Tiwary, S/o- Late B. Tiwary, Vill.- Thori Pandey Pur, P.O & P.S- Murar, Dist.- Buxar.
4. Sri Shyam Prasad, Gupta, S/o- Late Dinanath Prasad, At. & P.O- Athar, Dist.- Buxar.

I.D. Case No.: 02 (C) of 2013

1. Sri Pintu Kumar, S/o- Sri Kaushal Kumar, Vill.- Paharpur, P.O- Paharpur, P.S- Garhani, Dist.- Bhojpur.
2. Sri Uday Kumar Singh, S/o- Sri Shiv Kumr Singh, Vill. & P.O- Ekwari, Dist.- Bhojpur.
3. Sri Manejar Kumar S/o- Rajeshwar Thakur, Vill.- Poswan, P.S- Garhani, Dist.- Bhojpur.
4. Sri Dilip Kumar Singh, S/o- Kaillash Singh, Vill.- Mohammadpur, P.O- Karisath, Dist.- Bhojpur.

I.D. Case No.: 03 (C) of 2013

1. Sri Suraj Kumar, S/o- Sri Baban Turaha, Vill. & P.O- Dhamar, Dist.- Bhojpur.
2. Sri Ranjay Kumar, S/o- Sri Sudarshan Singh Mehta, Vill. & P.O- Pawana, Dist.- Bhojpur.
3. Sri Munna Kumar Choudhary, S/o- Sri Jwala Prasad Choudhary, Vill.- Belaunit Saraiya, P.O- Belaunti, Dist.- Bhojpur.
4. Sri Pramod Kumar Gupta, S/o- Shivji Prasad, Vill. & P.O- Sahar, Dist.- Bhojpur.
5. Sri Bindesh Kumar Singh, S/o- Sri Ramgovind Mahto, Vill.- Bibiganj, P.O- Bampali, Via- Chandwa, Dist.- Bhojpur.

I.D. Case No.: 04(C) of 2013.

1. Sri Kamlesh Singh, S/o- Sri Ramgahan Singh, Vill. & P.O- Muradabad, Dist.- Rohtas.
2. Sri Santosh Kumar, S/o- Sri Suryadeo Singh, Vill. & P.O- Muradabad, Dist.- Rohtas.
3. Sri Binod Paswan, S/o- Sri Lalan Paswan, Vill.- Sarpani, P.O- Hatato, P.S- Chainpur, Dist.- Kaimur.
4. Sri Basir Ahmad, S/o- Abdul Sattar, Vill.- Saheb, P.O- Ayanh, Dist.- Kaimur.

I.D. Case No.: 05(C) of 2013

1. Sri Raj Kumar, S/o- Late L.M.Thakur, Vill.- & P.O- Dhakaich, Dist.- Buxar.
2. Sri Ashok Kumar, S/o- Late Rameshwar Gaud, Vill. & P.O- Naya Bhojpur, Dist.- Buxar.
3. Sri Ashok Kumar Chandravanshi, S/o- Sri Nathuni Chandravanshi, At & P.O- Kesath Dist.- Buxar.

I.D. Case No.: 06(C) of 2013

1. Sri Kameshwar Ram, S/o- Sri Jamuna Ram, Vill.- Baidekori, P.O- Kumhyela, P.S- Charpokhari, Dist.- Bhojpur.
2. Sri Hare Ram Prasad, S/o- Sri Ram Subhag Ram, Vill.- & P.O- Chilhar, P.S- Ajimabad, Dist.- Bhojpur.
3. Sri Indrapal Tiwary, S/o- Late P.N.Tiwary, Vill. & P.O- Bariswan, P.S- Sahpur, Dist.- Bhojpur.
4. Sri Vijay Kumar, S/o- Sri Hari Prasad, Mahajani toil No.-1 Jail Road, Arrah, Dist.- Bhojpur.

I.D. Case No.: 07(C) of 2013

1. Sri Dilip Kumar, S/o- Sri Yam Raj Ram, Vill. & P.O- Bihata, P.S- Imatpur, Dist.- Bhojpur.
2. Sri Dharmendra Kumar, S/o- Sri Rajeshwar Prasad, Vill.- Deohara, P.O- & P.S- Goh, Dist.- Aurangabad.
3. Sri Nagdesb Ram, S/o- Sri Dhatigan Ram, Vill.- Belaunti Saraiya, At. & P.O- Kori, P.S- Sandesh, Dist.- Bhojpur.
4. Sri Vijay Thakur, S/o- Late Shiv Pujan Thakur, Vill. & P.O- Muradabad, Dist.- Sasaram.

I.D. Case No.: 08(C) of 2013

1. Sri Sunil Kumar, S/o- Late Brijnandan Prasad, Vill. & P.O- Kayam Nagar, Dist.- Bhojpur.
2. Sri Ajay Kumar, S/o- Sri Bachchain Prasad, Vill.- Ram Dihara, P.O- Belwania, P.S- Bihiya, Dist.- Bhojpur.
3. Sri Radha Mohan Singh, S/o- Late Raghubir Singh, At & P.O- Nathmalpur, Dist.- Bhojpur.
4. Sri Jitendra Pandit, S/o- Sri Sidhicharan Pandit, Vill.- Narainpur, Dist.- Bhojpur.
5. Sri Gorakh Goswami, S/o- Late Mohan Goswami, Vill- Yogini, P.O- Koath, Dist.- Rohtas.

I.D. Case No.: 09(C) of 2013

1. Sri Shyam Bihari Pal, S/o- Late Thag Pal, Vill. & P.O- Bad, P.S- Karakat (Gorari) Dist.- Rohtas.
2. Sri Sashi Ranjan Tiwari, S/o- Sri Bishwanath Tiwai, Vill.- Jamodhi, P.O- Jamodhi, P.S- Bikramganj, Dist.- Rohtas.
3. Sri Hari Mohan Ram, S/o- Hari Mohan Ram, S/o- Late Ram Prasad Ram, Vill.- Chilha, P.O- Bad, P.S- Karakat (Gorari), Dist.- Rohtas.
4. Sri Dharmendra Mishra, S/o- Late Bijay Shankar Mishra, Vill. & P.O- Deo Markande, P.S- Karakat, Dist.- Rohtas.
5. Sri Kapil Muni Sah, S/o- Sri Ram Lal Sah, Vill & P.O- Basdihan, P.S- Dinara, Dist.- Rohtas (Bihar).

I.D. Case No.: 10 (C) of 2013

1. Sri Santosh Sharma, S/o- Late Govind Sharma, Vill. & P.O- Kachhawan, Dist.- Rohtas.
2. Sri Santosh Sah, S/o- Sri Jag Narain Sah, Vill.- Gorari, P.O- Gorari, Dist.- Rohtas.
3. Sri Ramesh Kumar, S/o- Sri Dudhnath Prasad, Vill.- Haradian, P.O- Siarua, Dist.- Bhojpur.
4. Sri Amar Kumar S/o- Late chamar Singh, Vill. & P.O- Hata, P.S- Chainpur, Dist.- Kaimur.
5. Sri Shashi Bhushan Dubey, S/o- Sri Shashi Kant Dubey, Vill.- Agini, P.O- Sikarian, P.S- Darigaon, Dist.- Rohtas(Bihar)

I.D. Case No.: 11 (C) of 2013

1. Sri Madan Ram God, S/o- Sri Sohan Ram God, Vill. & P.O-Bare, P.S-Bhabhu, Dist.- Kaimur.
2. Sri Mahendra Singh, S/o- Sri Lallu Singh, Vill.- Ganghar, P.O- Tararh, P.S- Nokha, Dist.- Rohtas.
3. Sri Lallu Ram, S/o- Sri Sukhari Ram, Vill.- Ghussian Kala, P.O- Ghussian Kala, P.S- Bikramganj, Dist.- Rohtas.

4. Sri Ravi Shankar Kherbar, S/o- Sri Dudhnath Kherbar, Vill.- Samahuta, P.O- Kund, P.S- Dinara, Dist.- Rohtas.
5. Sri Upendra Kumar Sharma, S/o- Sri Raja Ram Sharma, Vill. & P.O- Nahauna, Dist.- Rohtas (Bihar).

I.D. Case No.:- 12 (C) of 2013

1. Sri Madan Mohan Ram, S/- Sri Ram Prasad Ram, Vill.- Chilha, P.S- Bad, Dist.- Rohtas.
2. Sri Parmeshwar Prasad, S/- Shiv Nath Prasad, Vill.- Sadokhar, P.S- Sadokhar, Dist.- Rohtas.
3. Sri Nagendra Kumar, S/o- Badri Prasad, Vill.- Damdihau, P.O- Abarhi, Dist.- Rohtas.
4. Sri Deepak Kumar, S/o- Sri Anuj Prasad, Vill.- Ghatav, P.O- Fakarabad, Dist.- Kaimur.

I.D. Case No.:- 13 (C) of 2013

1. Sri Rabindra Kumar Singh, S/o- Sri Ramjee Singh, Vill.- Fatehpur, P.O- Sikrol, P.S- Sikarhata, Dist.- Bhojpur.
2. Sri Bijendra Pal, S/o- Sri Ram Pal, Vill.- Parasathua, P.O- Dagari, P.S-Kochas, Dist.- Rohtas.
3. Sri Mithilesh Kumar, S/o- Sri Bhagwan Bhagat, Vill.- Moapkala, P.O- Moapkala, P.S- Imadpur, Dist.- Bhojpur.
4. Sri Rang Bahadur Singh, S/o- Sri Indramani Singh, Vill.- Ijavi Pipara, P.O- Salempur, P.S- Mufashil Arrah, Dist.- Bhojpur

I.D. Case No.:- 14 (C) of 2013

1. Sri Mahabir Ram, S/o- Sri Mahendra Ram, Vill.- Ganauli, P.O- Dhamar, Dist.- Bhojpur.
2. Sri Manoj Kumar Sah, S/o- Late Krishn Dayal Sah, At + P.O + P.S- Brahampur, Dist.- Buxar.
3. Sri Surendra Kumar, S/o- Sri Bishwanath Prasad, Vill. + P.O- Dilip pur, Dist.-Bhojpur.
4. Sri Budhan Singh, S/o- Late Radhika Singh, Vill.- Mathauli, P.O- Sikraul Lakh, Dist.- Buxar.

I.D. Case No.:- 15 (C) of 2013

1. Sri Bihari Prasad Ram, S/o- Sri Subedar Ram, Vill.- Purshottampur, P.O- Unwas, P.S- Itarhi, Dist.- Buxar.
2. Sri Kameshwar Singh, S/o- Sri Basant Singh, At.- Madhurampur, P.O- Akorhigola, Dist.- Rohtas.
3. Sri Nandji Pandey, S/o- Sri Ram Narain Pandey, Vill.- Mujay, P.S- Mohania, Dist.- Kaimur.
4. Sri Bijay Kumar Thakur, S/o- Sri Shiv Pujan Thakur, Vill.+P.O- Muradabad, P.S- Sasaram, Dist.- Rohtas.

I.D. Case No.:- 16 (C) of 2013

1. Sri Rajesh Sharma, S/o- Sri Ram Briksh Sharma, Vill.+P.O-Nauhata, Dist.- Rohtas.
2. Sri Ashok Singh, S/o- Sri Babli Singh, At.- Harsiyan, P.O- Gaharaan, P.S- Tarari, Dist.- Bhojpur.
3. Sri Mani Bhushan Prasad, S/o- Sri Doma Singh, Vill.- Budhrika, P.O- Darigaon, P.S- Shivsagar, Dist.- Rohtas.
4. Sri Santosh Prasad, S/o- Sri Sukhdeo Sah, Vill.- Naryanpur, P.O- Chenari, Dist.- Rohtas.

I.D. Case No.:- 17 (C) of 2013

1. Sri Shashi Kant Singh, S/o- Sri Ramashray Singh, Vill.+ P.O- Nonar, P.S- Piro, Dist.- Bhojpur.
2. Sri Munna Kumar Pandey, S/o- Sri Shiv Kumar Pandey, At. + P.O- Nonar, P.S- Piro, Dist.- Bhojpur.
3. Sri Anil Kumar, S/o- Late Deep Narayan Sharma, Vill.- Thakuri, P.O- Banauli, P.S- Paliganj, Dist.- Patna.
4. Sri Bimlesh Kumar Singh, S/o- Sri Rama Kant Singh, Vill.- Samahuta, P.O- Dhansoi, Dist.- Buxar.

I.D. Case No.:- 18 (C) of 2013

1. Sri Ramesh Kumar Shukla, S/o- Sri Bali Ram Shukla, Vill.- Parvatchak, P.O- Banni, Dist.- Buxar.
2. Sri Arun Kumar, S/O- Sri Paras Sah, At.- Karahgar, P.O- Karahgar, Dist.- Rohtas.
3. Sri Ashok Kumar Mandal, S/o- Sri dudhnath Kharbar, Vill.- Samahuti, P.O- Dinara, Dist.- Rohtas.
4. Sri Santosh Tewary, S/o- Late Krishna Das, Vill.+P.O- Sanjlauli, Dist.- Rohtas.
5. Sri Biraju Kumar, S/o- Dina Nath Prasad, Vill.- Jani Bazar, P.O- Sasaram, Dist.- Rohtas.

I.D. Case No.: 19 (C) of 2013.

1. Sri Rajesh Singh, S/o- Sri Budhu Singh, Vill.- Saifua, P.O- Jalhara, Dist.- Buxar.
2. Md Taslim Ahmad, S/o- Late Sher Mohammad, At.+P.O- Rani Sagar, P.S- Sahpur, Dist.- Bhojpur.
3. Sri Manoj Kumar Pathak, S/o- Late Barmeshwar Pathak, Vill+P.O- Songhila, Dist.- Buxar.
4. Sri Mohan Kumar, S/o- Sri Dasharath Seth, Vill.+P.O- Pararia, P.S- Badhaila, Dist.- Rohtas.

I.D. Case No.: 20 (C) of 2013.

1. Sri Sanjay Kumar, S/o- Sri Ram Rup Thakur, Vill.-Mangoora, P.O- Siarua, Dist.- Bhojpur.
2. Sri Jitbandhan Kumar, S/o- Sri Baijnath Prasad, At.+P.O- Maranpur, Dist.- Bhojpur.
3. Sri Mithilesh Kumar, Vill.+P.O- Bhusaula, Dist.- Patna.
4. Sri Ganesh Prasad, Late Bihari Sah, Vill+P.O- Agiaou, Dist.- Bhojpur.
5. Sri Umesh Kumar Yadav, S/o- Budhi Ram Singh, Vill.- Malikaindh, P.O- Itarhi, Dist.- Buxar.

I.D. Case No.: 21 (C) of 2013.

1. Sri Sant Kumar, S/o- Sri Surendra Prajapati, Vill.- Panchkhaulia, P.O- Rohtas, Dist.- Rohtas.
2. Sri Ashok Kumar Choudhary, S/o- Sri Ramashish Choudhary, Vill. & P.O- Maharajganj, P.S Tllauthu, Dist.- Rohtas.
3. Sri Birju Ram, S/o- Sri Purnwasi Ram, Ward No. -4, Ambedkar Nagar, Vill. & P.O- Bhabhua, Dist.- Kaimur.
4. Sri Ayodhya Upadhyay, S/o- Sri Narbadeshwar Upadhyay, Vill. & P.O- Karaji, Dist.- Kaimur.

I.D. Case No.: 22 (C) of 2013.

1. Sri Manoj Kumar Roy, S/o- Sri Lalan Roy, Vill.- Chaubeji Ki Chhabani, P.O- Sonya, P.S- Rajpur, Dist.- Buxar.
2. Sri Rajesh Kumar Roy, S/o- Sri Bali Ram Roy, Vill- Rupapokhar, P.O- Hethua (Rajpur), P.S- Rajpur, Dist.- Buxar.
3. Sri Abhishek Kumar, S/o- Sri Raja Ram Prasad, Vill.- Pinjroi (Ramasharh Tola) P.O- Ramasharh, P.S- Sandesh, Dist.- Bhojpur.
4. Sri Manoj Kumar, S/o- Sri Shambhu Ram, Vill & P.O- Shahar Telpa, P.S- Karpi, Dist.- Arwal.

I.D. Case No.: 23 (C) of 2013.

1. Sri Sanjay Paswan, S/o- Late Indar Pawan, Vill.- Sabarabad, P.O- Parari, Dist.- Rohtas.
2. Sri Sunil Prasad, S/o- Late Gaya Sah, Vill. & P.O- Alampur, Dist.- Rohtas.
3. Sri Ram Parvesh Sah, S/o- Sri Shiv Mandir Sah, Vill. + P.O – Suhiya, P.S- Sahpur, Dist.- Bhojpur.
4. Sri Lakshaman Ram, S/o- Sri Shyam Lal Ram, Vill.- Mansinpur, P.O- Ishwarpura, P.S- Sahpur, Dist.- Bhojpur.
5. Sri Ramayan Singh, S/o- Late Bachani Mahto, Vill.- Mahadev Chak, P.O- Purana Haripur, P.S- Koilbar, Dist.- Bhojpur.

I.D. Case No.: 24 (C) of 2013.

1. Smt. Chinta Devi, W/o- Sri Dadan Kahar, Vill. & P.O- Meyari Bazar, Dist.- Rohtas.
2. Sri Ramesh Singh, S/o- Late Basant Singh, Vill.- Madhuram Pur, P.O & P.S- Akorhigola, Dist.- Rohtas.
3. Sri Mukesh Kumar, S/o- Sri Uday Thakur, Vill.- Rahmatganj, P.O & P.S- Masaurhi, Dist.- Patna.
4. Sri Madhesh Kumar Das, S/o- Sri Saryu Das, Vill.- Eraki, P.O- Jehanabad, Dist.- Jehanabad.
5. Sri Pradeep Kumar, S/o- Laxmi Pd. Jaiswal, Vill.- Kagazi Mohalla, P.O- Baidarabad, Dist.- Arwal.

I.D. Case No.: 25 (C) of 2013.

1. Sri Shatrughna Prasad, S/o- Sri Bishwanath Prasad, Vill & P.O- Shivpur, Dist.- Rohtas.
2. Sri Sunil Kumar Singh, S/o- Sri Marfat Singh, Vill. & P.O- Natwar Khurd, Dist.-Rohtas.
3. Sri Shambhu Kumar Sharma, S/o- Sri Shivji Sharma, Vill.& P.O- Shivpur, Dist.- Rohtas.

4. Sri Raghubar Ram, S/o- Late Kapil Ram, Vill.- Asraon, P.O- Dadhhah Dist.- Rohtas.

Versus

1. The Chairman, Madhya Bihar Gramin Bank, H.O- Meena Plaza, South of Museum, Patna.-800001. (In all the cases respondents are same)

For the management : Sri Rabi Kant Prasad Srivastava, Manager, HRD, Madhya Bihar Gramin Bank, Head Office, Meena Plaza, Patna.

Sri Dhananjay Kumar, Manager, HRD, Madhya Bihar Gramin Bank, Head Office, Meena Plaza, Patna.

For the workmen : Sri B. Prasad, President, Bihar Provincial Gramin Bank Employees Association.

Present : Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, 13th July, 2016.

1. Aforesaid all the workmen have filed case u/s- 2A (1) & (2) of the Industrial Dispute (Amendment) Act, 2010 for seeking relief for over denial of regularization of their services as part – time sweeper under 1/3rd pay scale of subordinate cadre and wrongful termination from the services of the Bank.

In all the aforesaid cases filed by the different workman against the same management Chairman, Madhya Bihar Gramin Bank, Meena Plaza south of Museum, Patna.-800001. Demand has been made for reinsntement and regularsation of their services as part time sub-ordinate staff. In aforesaid all cases Statement of claims of the workman and written statement of the management are same in identical in nature.

2. Details of workmen working in Madhya Bihar Gramin Bank in all cases given as follows:-

| Sr.No. | Name of workmen | I.D. Case No. | Branch Name | Time to time increase wages | Date of termination |
|--------|---------------------------|---------------|------------------|------------------------------------|---------------------|
| 1. | Sri Ram Ojha | 01(C) of 2013 | Hetampur | Rs. 500/- upto 1600/- | 31.12.2011 |
| 2. | Sri Surendra Pandey | " " | Raghunathpur | " " | " " " |
| 3. | Sri Subhas Tiwary | " " | Chaugain | " " | " " " |
| 4. | Sri Shyam Prasad Gupta | " " | Athar | " " | " " " |
| 5. | Sri Pintu Kumar | 02(C) of 2013 | Pawana | " " | " " " |
| 6. | Sri Uday Kumar Singh | " " | Ekwari | " " | " " " |
| 7. | Sri Manejar Kumar | " " | Baligaon | " " | " " " |
| 8. | Sri Dilip Kumar Singh | " " | Ijari | " " | " " " |
| 9. | Sri Suraj Kumar | 03(C) of 2013 | Dhamar | Rs. 500/- 750/- upto 1600/- | " " " |
| 10. | Sri Ranjay Kumar | " " | Belaur | Rs. 150/-, 500/- 750/- upto 1600/- | " " " |
| 11. | Sri Munna Kumar Choudhary | " " | Belaunti Saraiya | Rs. 150/-, 500/- 750/- upto 1600/- | " " " |
| 12. | Sri Pramod Kumar Gupta | " " | Sahar | Rs. 500/- upto 1600/- | " " " |
| 13. | Sri Bindesh Kumar Singh | " " | Bibiganj | Rs. 150/- upto 1600/- | " " " |
| 14. | Sri Kamlesh Singh | 04(C) of 2013 | Karmnasa | Rs. 500/- upto 1600/- | " " " |
| 15. | Sri Santosh Kumar | " " | Darigaon | " " | " " " |
| 16. | Sri Binod Paswan | " " | Chand | " " | " " " |
| 17. | Sri Basir Ahmad | " " | Hatta | " " | " " " |
| 18. | Sri Raj Kumar | 05(C) of 2013 | Dhakaich | " " | " " " |
| 19. | Sri Ashok Kumar | " " | Naya Bhojpur | " " | " " " |

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|-----|-------------------------------|---------------|-------------------|-----------------------|-----|
| 20. | Sri Ashok Kumar Chandravanshi | " " | Kesath | " " | " " |
| 21. | Sri Kameshwar Ram | 06(C) of 2013 | Majhiawan | " " | " " |
| 22. | Sri Hare Ram Prasad | " " | Ajimabad | " " | " " |
| 23. | Sri Indrapal Tiwary | " " | Bariswan | " " | " " |
| 24. | Sri Vijay Kumar | " " | Babhanion | " " | " " |
| 25. | Sri Dilip Kumar | 07(C) of 2013 | Bihata | " " | " " |
| 26. | Sri Dharmendra Kumar | " " | Deohara | " " | " " |
| 27. | Sri Nagdesha Ram | " " | Kori | " " | " " |
| 28. | Sri Vijay Thakur | " " | Konar | " " | " " |
| 29. | Sri Sunil Kumar | 08(C) of 2013 | Akhgaon | Rs. 500/- upto 1600/- | " " |
| 30. | Sri Ajay Kumar | " " | Sakaddi | " " | " " |
| 31. | Sri Radha Mohan Singh | " " | Nathmalpur | " " | " " |
| 32. | Sri Jitendra Pandit | " " | Bachari Narainpur | " " | " " |
| 33. | Sri Gorakh Goswami | " " | Koath | " " | " " |
| 34. | Sri Shyam Bihari Pal | 09(C) of 2013 | Gorari | " " | " " |
| 35. | Sri Sashi Ranjan Tiwary | " " | Durgadih | " " | " " |
| 36. | Sri Hari Mohan Ram | " " | Dhangain | " " | " " |
| 37. | Sri Dharmendra Mishra | " " | Markande | " " | " " |
| 38. | Sri Kapil Muni Sah | " " | Basdihan | " " | " " |
| 39. | Sri Santosh Sharma | 10(C) of 2013 | Kachhawan | " " | " " |
| 40. | Sri Santosh Sah | " " | Mauna | " " | " " |
| 41. | Sri Ramesh Kumar | " " | Kabai Simari | " " | " " |
| 42. | Sri Amar Kumar | " " | Chainpur | " " | " " |
| 43. | Sri Shashi Bhushan Dubey. | " " | Chitaon | " " | " " |
| 44. | Sri Madan Ram God | 11(C) of 2013 | Bare | Rs. 500/- upto 1600/- | " " |
| 45. | Sri Mahendra Singh | " " | Nokha | " " | " " |
| 46. | Sri Lallu Ram | " " | Ghusian | " " | " " |
| 47. | Sri Ravi Shankar Kherbar | " " | Dinara | " " | " " |
| 48. | Sri Upendra Kumar Sharma | " " | Nahauna | " " | " " |
| 49. | Sri Madan Mohan Ram | 12(C) of 2013 | Derhgaon | " " | " " |
| 50. | Sri Parmeshwar Prasad | " " | Banauli | " " | " " |
| 51. | Sri Nagendra Kumar | " " | Ganjbarhsara | " " | " " |
| 52. | Sri Deepak Kumar | " " | Pusaui | " " | " " |
| 53. | Sri Rabindra Kumar Singh | 13(C) of 2013 | Fathpur | " " | " " |
| 54. | Sri Bijendra Pal | " " | Parasathna | " " | " " |
| 55. | Sri Mithilesh Kumar | " " | Moapkala | " " | " " |
| 56. | Sri Rang Bahadur Singh | " " | Salempur | " " | " " |

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|-----|---------------------------|---------------|-----------------|-----------------------|------------|
| 57. | Sri Mahabir Ram | 14(C) of 2013 | Dhobaha | " " | 01.01.2012 |
| 58. | Sri Manoj Kumar Sah | " " | Nemej | " " | " " " |
| 59. | Sri Surendra Kumar | " " | Dilippur | " " | " " " |
| 60. | Sri Budhan Singh | " " | Belaun | " " | " " " |
| 61. | Sri Bihari Prasad Ram | 15(C) of 2013 | Unwans | Rs. 1600/- | " " " |
| 62. | Sri Kameshwar Singh | " " | Akorhigola | " " | " " " |
| 63. | Sri Nandji Pandey | " " | Lahuri Bari | " " | " " " |
| 64. | Sri Bijay Kumar Thakur | " " | Konar | " " | " " " |
| 65. | Sri Rakesh Sharma | 16(C) of 2013 | Nauhata | Rs. 500/- upto 1600/- | " " " |
| 66. | Sri Ashok Singh | " " | Kurur | " " | " " " |
| 67. | Sri Mani Bhushan Prasad | " " | Sajhauri | " " | " " " |
| 68. | Sri Santosh Prasad | " " | Teladhi | " " | " " " |
| 69. | Sri Shashi Kant Singh | 17(C) of 2013 | Gara | Rs. 1600/- | " " " |
| 70. | Sri Munna Kumar Pandey | " " | Sedahan | " " | " " " |
| 71. | Sri Anil Kumar | " " | Sikaria | " " | " " " |
| 72. | Sri Bimlesh Kumar Singh | " " | Dhansoi | " " | " " " |
| 73. | Sri Ramesh Kumar Shukla | 18(C) of 2013 | Gara | Rs. 500/- upto 1600/- | " " " |
| 74. | Sri Arun Kumar | " " | Karahgar | " " | " " " |
| 75. | Sri Ashok Kumar Mandal | " " | Kharari | " " | " " " |
| 76. | Sri Santosh Tewary | " " | Bensagar | " " | " " " |
| 77. | Sri Biraju Kumar | " " | Sagar | " " | " " " |
| 78. | Sri Rajesh Singh | 19(C) of 2013 | Manoharpur | Rs. 1600/- | " " " |
| 79. | Md. Taslim Ahmad | " " | Rani Sagar | " " | " " " |
| 80. | Sri Manoj Kumar Pathak | " " | Sikraul | " " | " " " |
| 81. | Sri Mohan Kumar | " " | Darihat | " " | " " " |
| 82. | Sri Sanjay Kumar | 20(C) of 2013 | Jagdishpur | Rs. 1600/- | " " " |
| 83. | Sri Jitbandhan Kumar | " " | Narayanpur | " " | " " " |
| 84. | Sri Mithilesh Kumar | " " | Fulwari | " " | " " " |
| 85. | Sri Ganesh Prasad | " " | Agiaou | " " | " " " |
| 86. | Sri Umesh Kumar Yadav | " " | Basudhar | " " | " " " |
| 87. | Sri Sant Kumar | 21(C) of 2013 | Akbarpur | " " | " " " |
| 88. | Sri Ashok Kumar Choudhary | " " | Tilauthu Bazar | " " | " " " |
| 89. | Sri Birju Ram | " " | Bhabhua | " " | " " " |
| 90. | Sri Ayodhya Upadhyay | " " | Bahuara | " " | " " " |
| 91. | Sri Manoj Kumar Roy | 22(C) of 2013 | Akhauripur Gola | " " | " " " |
| 92. | Sri Rajesh Kumar Roy | " " | Rajpur | " " | " " " |
| 93. | Sri Abhishek Kumar | " " | Sinha | " " | " " " |
| 94. | Sri Manoj Kumar | " " | Telpa | " " | " " " |

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|------|--------------------------|---------------|------------|-----------------------|-------|
| 95. | Sri Sanjay Paswan | 23(C) of 2013 | Khurmabad | Rs. 1600/- | " " " |
| 96. | Sri Sunil Prasad | " " | Alampur | " " | " " " |
| 97. | Sri Ram Parvesh Sah | " " | Bharauli | " " | " " " |
| 98. | Sri Lakshaman Ram | " " | Karnamepur | " " | " " " |
| 99. | Sri Ramayan Singh | " " | Jamalpur | " " | " " " |
| 100. | Smt. Chinta Devi | 24(C) of 2013 | Meyari | " " | " " " |
| 101. | Sri Ramesh Singh | " " | Sasaram | " " | " " " |
| 102. | Sri Mukesh Kumar | " " | Noora | " " | " " " |
| 103. | Sri Madhesh Kumar Das | " " | Masaurhi | " " | " " " |
| 104. | Sri Pradeep Kumar | " " | Baidrabad | " " | " " " |
| 105. | Sri Shatrughna Prasad | 25(C) of 2013 | Shivpur | Rs. 500/- upto 1600/- | " " " |
| 106. | Sri Sunil Kumar Singh | " " | Bailian | " " | " " " |
| 107. | Sri Shambhu Kumar Sharma | " " | Pararia | " " | " " " |
| 108. | Sri Raghubar Ram | " " | Kochas | " " | " " " |

3. Though evidences have been recorded in respect of all the workmen but the evidence of both the workman and management are similar type and question involved to be decided in this case are similar. Hence common award is passed which will be applicable in all the aforesaid mentioned cases.

4. Question for determination is in all the aforesaid cases is similar in nature:-

“Whether the action of the management of Madhya Bihar Gramin Bank, Head Office, Patna in not considering regularization of services of all the aforesaid workmen as part – time sweeper under 1/3rd pay scale of a full time subordinate staff and terminating their services is legal and justified? If not, what relief (s) the workmen are entitled to?”

5. Statement of claim in I.D, case no.:- 01 (C) of 2013 petitioners / workmen Sri Sri Ram Ojha, Sri Surendra Pandey, Sri Subhas Tiwary, Sri Shyam Prasad Gupta have raised claim they have raised industrial dispute before Assistant Labour Commissioner (Central), Patna on 13.08.2012 for their reinstatement and regularization from services as part – time- sweeper under 1/3rd wages of full time subordinate staff. After notice, conciliation proceedings took place and conciliation ended in failure. A period of 45 days elapsed with no sign of any settlement and the workmen preferred an application as per the provisions of Section-2A (1) & (2) of the Industrial Disputes (Amendment) Act, 2010.

It has been stated that Sri Sri Ram Ojha was orally appointed w.e.f 02.05.2001 as part time sweeper. Under the then Bhojpur Rohtas Gramin Bank, and used to discharge his duties from 10.00 A.M to 5.00 P.M. Date of appointment of Surendra Pandey w.e.f 02.06.2000 and of Subash Tiwary w.e.f 01.10.1998 and Sri Shyam Prasad Gupta w.e.f 01.01.1991 respectively.

Workmen used to discharge the duties of opening bank gate, cleaning, sweeping the branch premises, bath room, toilets etc, cleaning the table, chairs, counters etc, serving water to the members of staff and the customers of the bank, bringing tea, betel etc from the near by tea shop as per the instruction of his superiors, mobilization of deposits after contacting the villagers, recovery of bank's loans after contacting the borrowers of the bank, performing messengers duties in the event of his absence, closing of bank's gate after bank's closing hours etc. Wages of all the workmen as per chart given in aforesaid chart, was increased and determined from time to time by the Board of Director's of the bank and circulars to that effect were being issued from the Head Office, Regional Office of the bank. Wages were paid all the workmen to the debit of Manager's Power Account and separate signatures were being taken from the workmen. Branches used to maintain the records of payment on a separate register. Wages of all the workmen of Regional Rural Banks were revised on the basis of banking industry level bipartite settlement. Govt. of India / Nabard issued instructions for extension of the pecuniary benefits to all the officers and employees working in Regional Rural Banks. In the banking industry, there were part – time sweepers on consolidated wages, besides permanent sweepers on scale wages depending upon the carpet area of the branch premises. Workmen's unions in banking industry had demanded fixation of salary of part – time sweepers at least on 1/3rd scale wages to that of a full time subordinate staff. Demand was considered and a settlement of this effect was signed at industry level between the representatives of all the workmen unions and the management represented through Indian Bank's Association on 27.04.2010. The settlement was known as 9th Bipartite Settlement through which the wages of part- time sweepers

working on consolidated wages who raised to 1/3rd pay scale of a full time subordinate staff w.e.f 01.05.2010. The benefits of 9th Bipartite Settlement were extended to the employees of all the Regional Rural Banks including Madhya Bihar Gramin Bank. The arrear of wages was also paid to the employees of Madhya Bihar Gramin Bank part time sweepers. The sponsoring union demanded revision of wages of part time sweepers working on consolidated wages to 1/3rd pay scale of full time subordinate staff. The demand was not considered by the management.

Sponsoring union launched agitational programmes including staging of dharna before the Head Office of the Bank. The management instead of considering the demand for regularization of the services of consolidated wage sweepers to 1/3rd pay scale of a full time subordinate staff terminated the services of the workmen in gross violations of the provision of law. Following instructions of the Chairman, the branch Managers of the above branches terminated the services of the above workmen w.e.f. 31.12.2011 and stopped them from working. Termination of all the workmen covered under section-2 (OO) of the Industrial Dispute Act, 1947. All the workmen worked for more than 240 days preceding their retrenchment. Ground has been mentioned in the petitions and relief has been claimed as (1) Reinstatement in the services of the bank as a part time sweeper with full back wages, (2) Regularization of services as a part – time sweeper on 1/3rd scale wage of a full time subordinate staff, and (3) Payment of Rs. 10,000/- being the cost for contesting the dispute, litigation and any other reliefs

6. Similar is the case in respect of I.D.Case No.:- 02(C) of 2013 in which there are four petitioners namely Sri Pintu Kumar, Sri Uday Kumar Singh, Sri Manejar Kumar, Sri Dilip Kumar Singh. They all were part time sweepers in difference branches as stated in paragraph.

Statement of claim and the question formulated determination is the same. Conciliation of these petitioners finally took place on 05.01.2013 and ending in failure.

7. Written statement has been filed on behalf of the management stating therein that Industrial Dispute raised by the workmen is bad in law and erroneous on facts and thus not maintainable. Applicants are not entitled to any relief as claimed by them in their applications and reliefs claim by them being devoid of merit and fit to be rejected. No cause of action or valid cause of action has arisen to the alleged so called workmen against the management for raising the present Industrial Dispute. Which will be evident from the facts and circumstances of the case and the position of law. As per Government of India, Ministry of Finance (Dept. of Economic Affairs) (Banking Division) notification dated- 10.02.2006, Bhojpur Rohtas Gramin Bank, Magadh Gramin Bank, Nalanda Gramin Bank and Patliputra Gramin Bank sponsored by the Punjab National Bank in the State of Bihar were amalgamated into a single Regional Rural Bank called as Madhya Bihar Gramin Bank. So far as oral appointment is concerned, Bank is a public sector undertaking and is governed by the rules & regulations framed by the Govt. of India. Any appointment can be made by it in terms of the guidelines/rules laid down by the Govt. of India. There is no scope of oral appointment in the Bank which is evident from perusal of Regulation 5 of the Staff Service Regulation i.e Madhya Bihar Gramin Bank (Officers & Employees) service Regulation, 2010. The so called workmen have not claimed issuance of any appointment letter in their favour and thus their cases do not come within the purview of Section 2 (oo) rather its comes within Section 2(oo) (bb) for which no industrial Dispute is permissible as the so called workmen are not retrenched workmen.

Keeping in view the competitive working environment of banking industries & to keep the ambience of the branches up to the mark, the branches were permitted for a monthly expenditure to the prescribed limit specially for cleaning of premises of the branch and occasional maintenance. The expenditure was in a form of contingency which was revised from time to time keeping in view the prevailing market condition/circumstances. The work of cleaning/sweeping was need based and was to be taken by any available labour.

On information gathered from the branches concerned management learned that there is no record of engagement/oral appointment of the applicants in the concerned branches. As such, the claim that the so called workmen discharged their duties as a part-time sweeper/messenger is not correct and hereby denied. It is further learnt from the record that the messengers posted in the concerned branches were allotted duties of cleaning of premises, stitching and sealing of vouchers, maintenance of record etc which itself substantiate the facts narrated above. Regulation 5 of the Madhya Bihar Gramin Bank (Officers & Employees) service Regulation, 2010 was annexed.

The work of the engaged labour was need based and for cleaning and sweeping of branch premises as is evident from the various Bank's Circulars which were annexed with their application before the Assistant Labour Commissioner (C), Patna.

The wage revision is available only for the permanent and regular employees in terms of existing rules and regulations of GOI. It is self derived assumption of the petitioners that the branches used to maintain the records of payment on a separate register. The workman-Unions/Association of the Regional Rural Banks do not represent Industry Level Settlement or wage revision settlement before the Indian Bank's Association. The management of RRBs have to follow instruction of the Govt. of India under second proviso to section 17 (1) of the Regional Rural Banks Act, 1976 in this regard. Since the petitioners were never appointed hence question of their termination does not arise. The Dharna was not legal even few of the the Union members have tried to violate the law and order by abusing the higher authorities. Bank management has informed the District Administration to avoid any unusual circumstances. Since the applicants have not been appointed, the question of their termination does not arises. The allegation of unfair labour

practice as per schedule V of the I.D. Act is not correct. Applicants are not entitled in law for any relief. Vinod Paswan, Amar Kumar & Others preferred writ application before the Hon'ble Patna High Court vide CWJC No.- 23216 of 2012 for similar relief and Hon'ble Patna High Court by order dated- 04.01.2013. Other allegation have been denied.

8. Similar written statement of the management is I.D. Case No.- 01(C) of 2013 to 25(C) of 2013.

9. Rejoinder on behalf of the workmen to the written statement of the management have also been filed. In which it has been stated that in para-4, that there was no provision for permanent posts of class IV employees. Thousands of daily rated employees worked on daily wages, their wages differed from bank to bank and state to state. They were discharging the duties of a class IV employees, they were usually paid wages @ Rs. 2/-, Rs. 1/- per day with no appointment letter and no service condition. Writ petitions were filed in different part of the country before the respective Hon'ble High Courts. Ultimately, those writ petitions were clubbed and finally Hon'ble Supreme Court of India passed an order vide which Govt. of India was directed to constitute a National Industrial Tribunal under the Chairmanship of a retired Chief Justice of the Hon'ble High Court. Following the order of the Hon'ble Supreme Court of India, Govt. of India constituted a National Industrial Tribunal which Hon'ble Justice Obul Reddy – a retired Chief Justice of Hon'ble High court, Hyderabad, as Presiding Officer who held Camp Courts in almost every part of the country and passed an Award in the name of National Industrial Tribunal Award (for Short NIT Award). The Hon'ble Tribunal inter –alia, directed the Regional Rural Banks to regularize the services of all daily rated workmen performing the duties of Sweepers / Messengers as regular class IV employees. Following the directions of NIT Award, all the daily rated workmen were regularized in the services of the bank under subordinate cadre as class IV employees. Such regularization also took place in the former constituent banks of Madhya Bihar Gramin Bank such as Bhojpur Rohtas Gramin Bank, Magadh Gramin Bank, Nalanda Gramin Bank & Patliputra Gramin Bank. It has been stated that can the management file any appointment letter of any class IV workmen who had been regularized as per the direction of NIT Award. Madhya Bihar Gramin Bank (Officers & Employees) service Regulations, were formulated in the year 2010 but the workmen have been working as Part – Time Sweepers even prior to 2006. The service Regulation did not take into consideration the real facts of existence of Part-Time workmen. Bank issued directions even after 2006 for enhancement of wages of Part – Time sweepers.

Earlier it has been stated that Madhya Bihar Gramin Bank came into existence following Notification dated- 10.06.2006. Wages were paid on monthly basis for cleaning / sweeping of the branches through debit vouchers of the bank in the name of Manager' Power. Vouchers are available in the branches and the monthly expenditures is also well recorded. It has been stated that when there were messengers for even sweeping / cleaning of the premises, then what was the necessity of issuance of circulars from time to time and enhancing the wages of Part-time sweepers. The workmen has been discharging their duties since several years continuously and their duties were identical to that of a permanent part-time sweeper under 1/3rd pay scale of a full time subordinate staff and were also perennial in nature. Sponsoring union is as affiliate of Bank Employees Federation of India which is a party to Industry level. Bipartite Settlement with Indian Banks Association. The disputes for regularization of part time sweepers were raised before the appropriate authority which culminated in passing a award by the Hon'ble Central Government Industrial Tribunal, Dhanbad. Hon'ble Tribunal directed the management to regularize the services of the part time sweepers to full time messengers.

10. Order passed in CWJC No.- 23216 of 2012 has been filed. This writ petition was filed on behalf of the Vinod Paswan and others against the Chairman, Madhya Bihar Gramin Bank and others for seeking direction for their regularization/absorption in the regular service.

The Hon'ble High Court, Patna was not inclined to issue any direction for regularisation of the service of the petitioners on the post of sweeper. Writ petition was dismissed with direction, if any regular appointment is made by the respondent-Bank and its functionaries on the post of sweeper or any other post for which the petitioners are eligible, then they shall be entitled to apply for the post and their cases shall be considered in accordance with law.

Order passed in the said writ application will not bar in adjudication of this case in this tribunal. Moreover, after passing the order by the Tribunal at Dhanbad, management had already regularized 31 workmen on the post of part time sweepers (PTS).

11. Another petition was filed on behalf of the management on 26.11.2014 and others dates submitting that same matter was awarded as “No Dispute” by the Central Government Industrial Tribunal, No.-1, Dhanbad that they have preferred before the Industrial Tribunal, Patna and they did not intend to contest the dispute. CGIT, Dhanbad passed award as “ No Dispute”. Prayer has been made to drop the present application. After hearing both the parties the matter has already been considered and the petition of the management was rejected on the ground that the workmen have right to contest the case because there was no concealment of fact on behalf of the workmen.

12. All the pleadings of the parties, their respective evidence and Exts will be dealt here under in the findings of the cases.

It is pertinent to note that case of all the petitioners in their statement of claim are similar and identical in nature.

Written statement filed on behalf of the management is the similar and identical so all common award is required to be passed in all the cases.

Claim of the petitioners in all the cases are that they raised Industrial Dispute before Assistant Labour Commissioner (C), Patna demanding reinstatement and regularization of their services as part time sweeper under 1/3rd wages of full time sweeper. Notices were issued, to the management and conciliation finally ended in failure.

Period of 45 days elapsed with no sign of any statement and the workmen prefer an application as per the provision of Section 2A (1) & (2) of the Industrial Dispute (Amendment) Act, 2010.

Matter to be adjudicated is “ Whether the action of the management of Madhya Bihar Gramin Bank, Head Office, Patna not considering regularization of services of workmen as part time sweeper under 1/3rd pay scale of a full time subordinate staff and terminating their service, is legal and justified? If not, what relief the workmen are entitled to?”

13. It is admitted fact that Bhojpur Rohtas Gramin Bank, Magadh Gramin Bank, Nalanda Gramin Bank and Patliputra Gramin Bank amalgamated in the name of Madhya Bihar Gramin Bank on Notification issued by Govt. of India. Accordingly Madhya Bihar Gramin Bank has been operating as a Regional Rural Bank as per the provision of Regional Rural Banks Act, 1976 having its Head Office, at Patna.

Cases of all the workmen in respect of their oral appointment is mentioned in the application who discharged the duties of a part time sweeper, has been mentioned. They were being paid monthly wages which was increased time to time upto Rs. 1600/- per month. Their duties were opening the bank gates, cleaning, sweeping the branch premises, bath rooms, toilet etc. Cleaning the table, chair etc serving water to members of staff and the customers of the bank, bringing tea, betel etc from nearest shop as per instruction of superiors, mobilization of deposits after contacting the villagers, recovery of Bank's loans after contacting the borrowers of the Bank, performing messengers duties in the event of his absence and closing of Bank's gate after bank's closing hours.

The wages of workmen was being increased and determined from time to time by the Board of Director of the Bank and circulars to that effect were being issued from the Head Office, Regional Office of the Bank.

The wages of all the workmen were paid to the debit of manager power account and separate signatures were being taken from the workmen. The branches used to maintain the record of payment on a separate register. Wages of the workmen were revised on the basis of banking Industry Level Bipartite Settlement.

In the banking industry there were part time sweepers on consolidated wages, besides permanent sweeper of a scale wages depending upon the carpet area of the branches.

Workmen union demanded fixation of salary of part time sweeper at least of 1/3rd scale wages to that of a full time subordinate staff. The demand was considered and a settlement to this fact was signed at Industry level between the representatives of workmen unions and the management represented through Indian Bank Association on 27.04.2010, known as 9th Bipartite Settlement.

The benefit of 9th Bipartite Settlement relating to wage revision of bank men were extended to the employees of all the Regional Rural Banks including Madhya Bihar Gramin Bank.

After the benefits of wage revision was extended to the employees of Madhya Bihar Gramin Bank, the sponsoring union demanded revision of wages of Part Time Sweeper working on consolidated wages to 1/3rd pay scale of full time subordinate staff. The demand was not considered by the management, the sponsoring union launched agitational programmes including staging of dharna before Head Office of the Bank. The management terminated the services of the workmen in gross violations of the provision of law. Following instruction of the Chairman, the Branch Managers terminated the services of the workmen w.e.f 31.12.2011 and stopped them from working. Union took up the matter of the management on number of occasions. The management sought intervention and issued show cause notice to the representatives of the sponsoring union. Ground has been mentioned and relief has been claimed.

14. As per Written statement of the management that Industrial Dispute raised by the workmen is bad in law and erroneous on facts and thus is not maintainable. It has been admitted, Bhojpur Rohtas Gramin Bank, Magadh Gramin Bank, Nalanda Gramin Bank and Patliputra Gramin Bank sponsored by the Punjab National Bank in the state of Bihar were amalgamated into a single Regional Rural Bank called as Madhya Bihar Gramin Bank as per Govt. of India, Ministry of Finance, (Department of Economics Affairs) (Banking Division) notification dated- 10.02.2006. It has not been denied that the workmen had worked in different branches. Only it has been stated that there is no scope of oral appointment in the Bank which is evident from perusal of Regulation 5 of the Staff Service Regulations i.e Madhya Bihar Gramin Bank (Officers & Employees) Service Regulations, 2010.

It is pertinent to note that regulation came into effect in the year 2010. All the banks were amalgamated in Madhya Bihar Gramin Bank after Govt. of India notification dated- 10.02.2006. It is also pertinent to note that workmen claimed to be appointed as working much before 10.06.2006 and their appointment and working have not been denied. It has been admitted in the written statement of para-5 of the management that the branches were

permitted for a monthly expenditure to prescribed limit specially for cleaning of premises of the branch and occasional maintenance which is the case of the workmen that duties of part time sweeper were cleaning premises of branches etc and wages were paid monthly which was gradually increased time to time upto Rs. 1600/- per month. It has not been denied that the working of cleaning / sweeping was daily work or not. It has been stated that on information gathered from the branches concerned, management learnt that there is no record of engagement/oral appointment of the applicants in the concerned branches, as such the claim that the so called workmen discharged their duties as a part-time sweeper/messenger is not correct and hereby denied. This statement will be considered in the evidence recorded in the cases.

In para-6 it has been stated that the work of the engaged labour was need based and for cleaning and sweeping of branch premises as is evident from the various Bank's Circulars which were annexed by the petitioners with their application before the Assistant Labour Commissioner (C), Patna but it has not been stated who was need based labour and what was his name and when he was engaged. When payment was made by the bank then record must be preserved by the bank but that has not been disclosed in the written statement. In para-12 it has been stated that the dharna was not legal. Even few of the union members have tried to violate the law and order by abusing the higher authorities. This aspect is not considered here.

15. In rejoinder on behalf of the workmen to the written statement of the management dated- 25.09.2013, it has been stated that in para-9 that the dispute of regularization of services of workmen were raised before the appropriate authority which culminated in passing an award by the Hon'ble Central Govt. Industrial Tribunal, Dhanbad and tribunal directed the management to regularize the services of the Part-time sweepers to full time messengers. Following the award, the management of Madhya Bihar Gramin Bank regularized the services of 31 part time sweepers to full time messengers. Any way this fact has not been denied.

16. (1) In Case No.- 01 to 04 (C) of 2013 19 witnesses have been examined on behalf of the workmen.

W.W-1 (Subash Tiwary) has stated that he was working in the Chaugain (Buxar) Branch of Madhya Bihar Gramin Bank since 01.10.1998. His duty was cleaning the branch, serving water etc. He used to open gate at 09.30 A.M and work upto closing of the bank. Earlier he was getting Rs. 150/- per month which was increased of Rs. 1600/- per month. Payment was made against vouchers and manager used to make payment. He worked from 01.10.1998 to 31.12.2011 continuously. No other part time sweeper worked there. There was agitation by the union in the year 2011 for payment of salary of permanent 4th grade employee. After that the chairman issued circular for removal of all part time sweeper from service. Prior to removal, no notice, compensation or retrenchment compensation was paid.

In cross-examination he has stated that he started working from 01.10.1998. Then Sital Prasad Chatruvedi was branch manager. There was notice at bank for work of a sweeper. He also stated that he stated about oral appointment and fixation of notice at bank. He also stated that his attendance was made on separate copy. His name was not sent through employment exchange. He also stated that bank was used to be opened at 10.00 A.M and bank started work at 10.30A.M upto 5.30 P.M. He used to go daily . There was no occasion of another to work.

It has not been challenged in cross-examination that this workmen worked 01.10.1998 to 31.12.2011 and he was getting monthly wages @ 150/- per months which was gradually increased upto Rs.1600/- per month. As such this witness has proved an established his case.

Similarly W.W-2 (Sri Sri Ram Ojha) supported his case in examination-in-chief that he worked from 02.04.2001. He used to open the gate used to clean premises and table etc and he worked at the direction of the manager. He itself to go to post office for registry. He remained in branch till 5.00PM thereafter he used to close the gate. Earlier payment was Rs. 150/- per month which was increased upto Rs. 1600/- per months. No another part time sweeper was working there in Hetampur branch.

In cross-examination he stated that he used to work from 02.04.2001. He was orally appointed. He has stated that Sri Ashok Kumar Mishra was branch manager at that time. His attendance was made on separate register.

It has not been challenged in cross-examination that he was not working at Hetampur branch from 02.04.2001 till 31.12.2011 continuously. As such evidence of this witness Sri Ram Ojha fully proved and established his case.

W.W-3 (Dilip Kumar Singh) similarly stated that he worked in bank from 10.04.2001 to 31.12.2011 on the post of part time sweeper and used to go duty of cleaning and other works as per direction of manager. Earlier he was getting Rs. 150/- per months which was gradually increased upto 1600/- per months.

In cross-examination he has stated that dispute is that management had removed him from service. He has no documents that he was kept by the management. He learnt that he was part time sweeper according to the circular. He started work as per instruction of bank manager. Attendance was used to be made by manager i.e different register. It has not been challenged that this witness was not working from 10.04.2001 to 31.12.2011 at Ijari branch of bank. As such this witness has proved and established his case.

W.W-4 (Ranjay Kumar) in his evidence claimed to work at Belaur branch of the bank from February-2005 to 31.12.2011. He used to reach the bank at 09.45A.M and after arrival of manager bank was used to be open they he

used to work sweeping, cleaning table etc and remain in branch for whole day and he work as per direction of the manager. At that time he was getting Rs. 750/- per months which was gradually increased to Rs. 1600/- per months. No another part time sweeper was there. Prior to removal no notice, or compensation was paid.

In cross-examination it has not been challenged that he worked from February-2005 to 31.12.2011. There is no appointment letter, there was notice on the notice board. In the notice it was mentioned that there is need of one part time sweeper and who wants to work may contact the branch manager. At that time Sri Baban Choudhary was branch manager. He did not apply for part time sweeper. He has also stated that his claim is correct. Branch manager had given in writing for about his working period. He worked as per circular and after departmental letter manager increased his wages. There was permanent messenger in the bank. Manager used to be withdraw the amount and make payment of this witness.

It has not been challenged in cross-examination that this witness did not work in Belaur branch of the bank on the post of part time sweeper from February 2005 to 31.12.2011 and monthly payment was paid to him. So this witness also proved and established his case. Moreover, on recall he has proved the certificate given by branch manager Sri Mahesh Mishra, Belaur branch. On photo affixed on certificate he also stated that this certificate was issued to him from branch.

W.W-5 (Suraj Kumar) in his evidence stated that he worked on the post of part time sweeper in Dhamar branch of the bank from 01.04.2005 to 31.12.2011. He used to open bank gate. He also worked like peon. He used to remain till evening. He used to get wages once and end of months which was Rs. 500/- per months to 1600/- per months. Prior to removal notice or compensation was not paid to him.

In cross- examination his evidence has not been challenged that he was not working at Dhamar branch on the post of part time sweeper from 01.04.2005 to 31.12.2011. He also stated that accept him no other part time sweeper worked there. He also stated that in separate register manager used to take attendance. There was also permanent messenger in the branch. As such this witness completely prove an established his case.

W.W-6 (Manejar Kumar) in his evidence claimed that he used to work as part time sweeper at Baligaon branch of the bank from 01.04.2001 to 31.12.2011. He used to open the bank at 9.30A.M and sweep the bank and clean the bank thereafter. As per instruction of manager he used to work. There was no another part time sweeper. He was getting Rs. 150/- per month which was increased upto Rs. 1600/- per months. He used to go another branch of the bank for bringing cheque etc. His signature was attested. Separately conveyance are Rs.150/- per month etc , letter and voucher has been marked Ext. W/6 & W/7. Which was signed by manager NandJi Ram prepared by clerk Arun Kumar Singh. He has also proved Ext.-W/8 photo stat of his attendance register, which was signed by officer Rajeshwar Nand. Prior to removal notice or compensation was not paid.

In cross-examination he has stated that he has got no appointment letter. He did not apply for post of part time sweeper. As such this witness has clearly proved and established his case.

W.W-7(Santosh Kumar) in his evidence stated that he worked as part time sweeper in Darigaon branch of the bank from 01.06.2002 to 31.12.2011 and no other part time sweeper worked. He was getting monthly payment from Rs. 150/- per months upto 1600/- per months. He used to open the gate thereafter did cleaning work and he worked as per instruction of branch manager. Prior to removal notice or compensation was not paid to him.

In cross-examination he has stated that he has got any appointment letter. He has got no proof that he worked from 2001 to 2011 and no other part time sweeper worked there. He has not been challenged by the management that the witness did not work at Darigaon branch as part time sweeper from 01.06.2002 to 31.12.2011. As such this witness clearly established and proved his case.

W.W-8 (Munna Kumar Choudhary) has claimed to be working at Belaunti branch of the bank on the post of part time sweeper since 1996. He was getting monthly wages Rs. 150/- per months which was increased upto Rs. 1600/- per months. From the period 01.12.2011 is not getting his wages. No part time sweeper is working accept him. He working on the instruction of manager of cleaning work. He used to go in the field as per instruction of branch manager.

In cross-examination he has stated that his claim is for reinstatement as a part time sweeper on 1/3 wages with back wages and to make him permanent. He stated the duty of a part time sweeper. Appointment letter was not given to him. There was notice on the board. He met with the manager, who got written his application and kept him on duty. There was permanent messenger also. His attendance was used to be made on separate register. As such his evidence has not been challenged that he was working on the post of part time sweeper since 1996.

W.W-9 (Uday Kumar Singh) in his evidence stated that he was working at Ekwari branch of the bank in cleaning work on the post of part time sweeper. He worked from January 2005 to December 2011. There was no part time sweeper except him. He used to work from 10.00 A.M to 5.00 P.M and some time for further more period. He was getting wages @ Rs. 500/- per month which was increased upto 1600/- per month. Prior to removal notice or compensation was not paid.

In cross-examination he has stated that he does not know duty of part time sweeper. He did not get appointment letter for the post of part time sweeper. There was permanent messenger in branch. His attendance was used to be made on separate register. As such his evidence in examination-in-chief has not been challenged and this witness clearly proved and established his case.

W.W-10 (Pintu Kumar) in his evidence stated that he was working on the post of part time sweeper in Pawana branch of the bank from February 2001 to December 31.12.2011. Manager, after arrival used to hand over key, then this witness used to open the gate and sweep the premises and clean table etc. He used to serve water and tea on the instruction of the manager. He worked from 10.00A.M to 5.00P.M. He was getting monthly payment @ Rs.150/- per month which was gradually increased upto Rs. 1600/- per month. No any other part time sweeper worked there. Notice or compensation was not paid prior to removal. Evidence of this witness in examination-in-chief has not been challenged. As such it is clear that this witness work on the post of part time sweeper at Pawana branch of the bank from February 2001 to 31.12.2011.

In cross-examination, he has also stated that manager used to take on attendance on separate register. As such this witness has proved and established his case.

W.W-11 (Bindesh Kumar) in his evidence stated that he was working as part time sweeper in Bibiganj branch Dist.- Bhojpur in the bank. He used to open bank gate and sweep the premises and clean table etc. He used to work on the instruction of the manager. Manager used to send him for loan recovery. He worked from 10.00A.M to 5.00P.M. He worked from 02.03.2001 to 31.12.2011 and no another part time sweeper was working except him during this period.

In cross-examination he has stated that he did not get appointment letter for the post of part time sweeper. Manager used to take attendance on separate register.

Similar evidence of W.W-12 (Surendra Pandey) who stated that he was posted as part time sweeper in Raghunathpur, Buxar branch of the bank and he worked from 05.05.2001 to 31.12.2011. He used to open the bank gate in the morning and performed cleaning work etc. He used to work on the instruction of the manager. He used to go to post office, he used to get account opened, he used to work from 9.30A.M to 5.00P.M. He continuously worked from 05.05.2001 to 31.12.2011 and no any other part time sweeper worked there. There was quarrel between the then branch manager with a customer and the then branch manager has sent letter to Regional Office, Arrach on 27.08.2008 in which presence of this witness has been mentioned and that letter has been marked as Ext.- W/9. At that time Harendra Singh was branch manager. He was getting wages @ Rs. 150/- per month which was increased upto Rs. 1600/- per months. Notice or compensation was not paid to him preceding termination. His evidence was not challenged in cross-examination as such it is proved that this witness worked on the post of part time sweeper in Raghunathpur branch of the bank from 05.05.2001 to 31.12.2011. It is also proved that this witness was present in the ban., when branch manager Harendra Singh had quarrel with one customer.

W.W-13 (Shyam Prasad Gupta) in his evidence has stated that he was working on the post of part time sweeper at Athar branch of the bank from the year 2001 to 31.12.2011 and during that period no any other part time sweeper worked there. He used to open the bank at 9.30A.M and clean the bank and performed work on the instruction of manager. He was paid monthly wages @ Rs. 150/ per month which was increased upto Rs.1600/- per month. He identified Ext.-W/10 to W/10-3, payment vouchers. He was sent to Bhabhua Regional Office to bring stationery letter which has been marked as Ext.-W/11 in which his signature was attested by branch manager. He has proved photo stat of peon book by which he was sent to delivered letters. Peon book is Ext.-W/12. Prior to removal, compensation or notice was not given to him.

In cross-examination he has stated that he claim to work in the post of sweeper. Duty of sweeper is to open bank gate. He does not know the working hour of part time sweeper. For appointment, appointment letter was not given to him but there was notice. Messenger was posted in that branch. He had earlier claimed at Maurya Lok but what happened there, is not known to him. As such his working at Athar branch on the post of part time sweeper had not been challenged in cross-examination. Even payment vouchers Ext.-W/10 to W/10-3, Ext.-W/11, W/12 clearly proved and established that he worked as part time sweeper at Athar branch of the bank.

W.W-14 (Binod Paswan) he claimed in his evidence to work at Chand branch Dist.- Kaimur on the post of part time sweeper from 23.07.2001 to 31.12.2011 and except him no any other part time sweeper worked there. He used to work from 9.30A.M to 5.00P.M in the bank. He did sweeping, served water to manager and did all the work as per instruction of the branch manager. In the year 2001 he was paid @ Rs. 150/- per month which was increased to Rs. @ 1600/- per month. Payment was made on the end of month. Branch manager Rajendra Sah granted him certificate that he worked in branch Khilani and Chand.

In cross-examination he has stated that he claimed for permanent service and making done payment from 23.07.2001 31.12.2011. He did not state anything for the case filed in Hon'ble High Court but manager has obtained his signature on blank paper and what he did was not known to this witness. He does not known that writ application was dismissed and he denied that contempt case was pending in Hon'ble High Court. Further he stated that meaning of PTS

is part time sweeper and duty of part time sweeper is to sweep the branch, to serve water and to work as per instruction of branch manager. Working hour of PTS is not known to him. His attendance was used to be made on separate register. He does not know what happened in the dispute raised in Maurya Lok.

W.W-15 (Md. Vashir Ahmad) stated that he was working in Hatta branch of the bank on the post of part time sweeper. He used to go to bank at 9.45A.M and removed there till 5.00P.M. After arrival, manager used to give key and this witness used to open the lock and sweep the premises and clean the counter. He worked on the instruction of the manager. He used to go to post office and go into village along with branch manager to get opened account. He worked from March 2001 to December 2011 and during that period no any other part time sweeper worked there. Earlier he was getting @ Rs. 150/- per month which was increased upto Rs. 1600/- per month. Prior to removal, notice or compensation was not paid to him.

In cross-examination, he has stated that his claim is for reinstatement for the post of part time sweeper with due back wages. Further he stated that he did not receive appointment letter from the bank. Only notice was paste on the bank. He further stated that in his branch earlier permanent messenger Jai Prakash Choubey was working. Attendance of this witness was used to be made on separate register.

As such evidence of this witness that he worked at Hatta branch on the post of part time sweeper from March 2001 to December 2011 has not been challenged in cross-examination.

W.W-16 (Pramod Kumar Gupta). In his evidence he has stated that he was working on the post of part time sweeper in Sahar branch of the bank. He used to go to bank at 9.30A.M and after arrival, manager used to give him key. He used to open lock and perform cleaning work etc. On the instruction of manager he used to go to post letter and he used to go for recovery along with manager and used to get form filled-up for opening the account. He used to work till the time the manager remained in the branch. He worked from 27.09.2006 to 31.12.2011. Earlier he was getting @ Rs.500/- per month which was increased upto Rs. 1600/- per month. No any other part time sweeper worked there.

In cross-examination he has stated that his claim is for 1/3 salary of 4th grade employee. Notice was pasted on the board and this witness gave application to the manager for appointment on the post of part time sweeper. He proved Ext.-W/15 certificate granted by the manager. Further he stated that in his branch permanent messenger was posted. His attendance was used to be marked on separate register. Earlier, dispute was raised before Assistant Labour Commissioner (C), Maurya Lok. Evidence of this witness has not been challenged in cross-examination. As such he proved and established his case.

W.W-17 (Kamlesh Singh), he stated that he worked on the post of part time sweeper in Karmnasa (Babhuha) branch of the bank. He used to do sweeping in branch and clean the table, served tea water etc. He used to go in the field on the instruction of branch manager, for compromise and for recovery. He used to remain in branch from 9.30A.M to 5.00P.M and used to obey the order of the manager. He worked from 02.05.2001 to 31.12.2011 and during that period no any other part time sweeper worked there. In beginning his wages was @ Rs. 150/- per month which was increased upto Rs. 1600/- per month. Prior to removal, notice or compensation was not paid to him.

In cross- examination he has stated that his claim is for making upto date payment from the period 2011 and to get appointed on the post of part time sweeper and to give 1/3 salary. For appointment on the post of part time sweeper notice was pasted in the bank and manager had noted his name etc. In writing he did not give anything. Appointment letter was not received by him. He did not file any evidence to prove his duty hour. Permanent messenger is posted in branch. Evidence of this witness also remained unchallenged and as such this witness proved and established his case.

W.W-18 (Arun Kumar Singh) he claimed that he is working in the bank since 1984. He was also general secretary of Bhojpur Rohtas Gramin Bank Employees Association from the year 2003 to 2006. Madhya Bihar Gramin Bank was established on 10th February 2006 through Gazettee notification and four banks Bhojpur Rohtas Gramin Bank, Magadh Gramin Bank, Patliputra Gramin Bank, and Nalanda Gramin Bank were merged and one union namely Madhya Bihar Gramin Bank Employees Association was made and this witness was general secretary of that union from 2007 to 2013. In all the branches part time sweepers worked on the consolidated pay. Wages of part time sweeper was increased many times according to Industrial level settlement. Madhya Bihar Gramin Bank is sponsored by Punjab National Bank. In the year 1984 he was appointed as a clerk and at that time his salary was according to employees of state Government. Salary of manager was similar to the salary of block development officer and salary was consolidated Rs. 700/- per month. At that time permanent 4th grade employees were not posted. All working as 4th grade employees were getting wages 2-4 Rs. per day. Writ petitions were filed in different High Court on the principle of equal pay for equal work. According to the order of Supreme Court a National Industrial Tribunal (for short NIT) was instituted all the daily rated workers performing the duties of messengers sweepers were regularized on full scale of pay. This was done according to NIT award. In Madhya Bihar Gramin Bank 32 part time sweepers were regularized on permanent on 1/3rd of the salary and later on they were regularized as full time messengers. In all the branches of Gramin Bank only one person was working on the post of part time sweeper. It was settled in 9th bipartite settlement that part time sweepers will be paid 1/3rd of the salary and on this basis union raised demand before head office to make payment of 1/3rd salary to all the part time sweeper and to make there services permanent. Union held agitation dharna etc. There was fasting till death and then management constituted a committee of five members, who advised to

increase wages of all part time sweepers from 750/- per months to Rs. 1600/- per months and the wages of part time sweeper who were getting Rs. 1000/- per months was increased to Rs. 1800/- per month. It was demanded to make them permanent after March 2011 on 1/3rd scale. Management did not make their services permanent. Then agitation was launched. When the management did not consider the demand of the union, then dispute was raised before the Assistant Labour Commissioner in which all the workmen and representative of the management appeared. Conciliation did not succeed then applications were filed. Claim of the workmen is correct.

In cross-examination he has stated that he was promoted on the post of officer on 1st July 2013. There was circular of the bank to keep the part time sweeper on consolidated wages. NIT award was implemented in the year 1991. Prior to NIT award there was circular of Government of India to create the post of messenger and on that basis many persons were appointed on ½ scale of pay and some were appointed on full scale of pay. In each branch part time sweeper worked continuously. Further he stated that dispute was raised before Assistant Labour Commissioner (C) which was referred to Industrial Tribunal, Dhanbad. This witness denied that all the disputes became no dispute. They gave applications, before Industrial Tribunal, Dhanbad, relating to pending disputes before in Industrial Tribunal, Patna and hearing of dispute should be done at Patna. Then at Dhanbad all the disputes was made were closed.

17. In Case No.:- 05 to 08 (C) of 2013 14 witnesses have been examined on behalf of the workmen.

W.W-1 (Ajay Kumar) has claimed to have been working on the post of part time sweeper at Sakaddi branch of the bank from 03.03.2002 to 2011. No any other part time sweeper was working. Other evidences are similar to other witness.

In cross-examination it has not been challenged that he work on the part time sweeper from 03.03.2002 to 2011. As such he was working for long period for more than 9 years continuously in the bank.

W.W-2 (Gorakh Goswami) has claimed to have been working on the post of part time sweeper in Koath, Dist.- Rohtas branch of the bank from 10.03.2000 to 31.12.2011. Other evidence are similar. Evidence of this witness about his working had not been challenged in cross-examination.

W.W-3 (Raj Kumar) has claimed to have been working on the post of part time sweeper in Dhakaich branch of the bank on the post of part time sweeper from 01.10.1998 to 31.12.2011. Other evidences are similar. About his service, management has not challenged in cross-examination.

W.W-4 (Ashok Kumar) has claimed to have worked on the post of part time sweeper in Naya Bhojpur branch of the bank from 04.10.2004 to December 2011 which has not been challenged in cross-examination.

W.W-5 (Sunil Kumar) in his evidence has claimed to have worked on the post of part time sweeper in Agiaon branch of the bank from 31.05.2001 to December 2011. The facts have not been challenged.

W.W-6 (Indra Pal Tiwary) has stated that in his evidence that he had worked on the post of part time sweeper at Bariswan Dist.- Bhojpur of the bank from 01.03.2001 to 31.12.2011 which facts also have been not challenged in cross-examination. Other evidence are similar to other witnesses.

W.W-7 (Hare Ram Prasad) has claimed in evidence that he worked on the post of part time sweeper in Ajimabad branch from March 2001 to 31.12.2011 the facts of which have not been challenged in cross-examination.

W.W-8 (Radha Mohan Singh) has claimed in his evidence to have worked on the post of part time sweeper in Nathmalpur Dist.- Bhojpur branch of the bank from 1991 till 2011. His service has not been challenged in cross-examination.

W.W-9 (Dilip Kumar) has claimed in his evidence to have worked on the post of part time sweeper in Bihata Dist.- Bhojpur of the bank from 29.07.2005 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-10 (Ashok Kumar Chandrawanshi) has claimed in his evidence that he worked on the post of part time sweeper in Kesath Dist.- Buxar branch of the bank from April 1989 to Decemebr 2011. His service in the bank has not been challenged in cross-examination.

W.W-11 (Kameshwar Ram) in his evidence has claimed to have worked on the post of part time sweeper in Majhiawan branch of the bank from 9th April 2003 to 31.12.2011. His service has not been challenged in cross-examination.

W.W-12 (Jitendra Pandit) in his evidence has stated that he worked on the post of part time sweeper in Bachari Narainpur branch Dist.- Bhojpur branch of the bank from 01.04.2001 to 31.12.2011. His service in the bank has not been challenged in cross-examination.

W.W-13 (Nagdeo Ram) in his evidence has claimed to have worked on the post of part time sweeper in Kori Dist.- Bhojpur branch of the bank from 01.01.1995 to 31.12.2011. His service has not been challenged in cross-examination.

W.W-14 (Vijay Kumar) in his evidence has stated that he was working on the post of part time sweeper in Babhanion Dist.- Bhojpur branch of the bank from 01.03.2001 to December 2011. His service has not been challenged in cross-examination. As such from the evidence of all the workmen it appears that all the 14 witness were working in the bank from a long duration continuously without any break.

18. I.D. Case No.:- 09 (C) to 11(C) 1of 2013. Pleading of the respective parties are same. As others earlier referred case.

All together to take 15 witnesses has been examined on behalf of the workmen in I.D. Case No.- 09(C) to 11(C) of 2013.

W.W-1 (Shyam Bihari Pal) in his evidence has claimed that he worked on the post of part time sweeper in Gurari Dist.- Rohtas branch of the bank from 19.11.1998 to 31.12.2011. He also stated about his monthly wages. He was not paid notice, notice pay or compensation prior to removal.

In cross-examination his service in the bank has not been challenged.

W.W-2 (Santosh Kumar Sharma) is similar to the evidence of W.W-1 and he claimed that he worked on the post of part time sweeper Kachhawan branch of the bank from the year 2002 to 31.12.2011 and these facts have not been challenged in cross-examination.

Similarly, evidence of the W.W-3 (Shashi Ranjan Tiwari) he claimed that he worked on the post of part time sweeper in Durgadih Dist.- Rohtas branch of the bank from April-2001 to December-2011. This part of his evidence has not been challenged in cross-examination.

Similarly in the evidence, of W.W-4 (Shashi Bhushan Dubey) claimed that he worked on the post of part time sweeper in Chitaoon Dist.- Rohtas of the bank from 05.02.2005 to 31.12.2011. His service in the bank has not been challenged in cross-examination.

W.W-5 (Kapil Muni Sah) has stated in his evidence that he worked on the post of part time sweeper in Basdihan branch of the bank from 21.06.2001 to 31.12.2011. He has also proved 23 vouchers which were signed by him at the insntance of branch manager for payment of wages. Which has been marked as Ext.-W.

In cross-examination his service has not been challenged. He has also stated that there was his signature on vouchers.

W.W-6 (Santosh Sah) in his evidence has stated that he had worked on the post of part time sweeper in Mauna, Dist.- Rohtas branch of the bank from 01.08.2002 to 31.12.2011. His services in the bank has not been challenged in cross-examination.

W.W-7 (Ramesh Kumar) has stated that he had worked on the post of part time sweeper in Kabai branch of the bank from January 2002 to September 2011 continuously. In cross-examination his services in the bank has not been challenged.

W.W-8 (Dhramendra Kumar Mishra) in his evidence has claimed that he had worked on the post of part time sweeper in Deo Markkande Dist.- Rohtas of the bank. He worked from 25.03.2001 to 31.12.2011. Notice or compensation was not paid prior to this removal. In cross-examination his evidence has not been challenged.

W.W-9 (Hari Mohan Ram) in his evidence claimed that he was working on the post of part time sweeper in Dhangan Dist.- Rohtas of the bank. He was working from May 2011 to 31.12.2011. In cross-examination his services in the bank has been challenged.

W.W-10 (Mohan Ram Gond) in his evidence has stated that he was working in Bare Dist.- Kaimur of the bank from 01.06.1998 to 31.12.2011. His services in the bank has not been challenged in cross-examination.

W.W-11 (Mahendra Singh) has stated that he was working on the post of part time sweeper in Nokha branch of the bank from 01.01.2001 to 31.12.2011. His service has not been challenged in cross-examination.

W.W-12 (Amar Kumar) in his evidence has stated that he was working on the post of part time sweeper in Chainpur branch of the bank from January, 2001 to 31.12.2011. His evidence has not been challenged in cross-examination.

W.W-13 (Laloo Ram) in his evidence has stated that he had worked on the post of part time sweeper in Ghusian Kala branch of the bank from 01.01.2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-14 (Upendra Kumar Sharma) in his evidence has stated that he was working on the post of part time sweeper in Nahauna Dist.- Rohtas branch of the bank of April 2001 to 31.12.2011. He has stated that Baban choudhary branch manager has granted him certificate in respect of his working which has been marked as Ext.-W/6. He has also identified Ext.-W/7 & W/8.

In cross – examination his service in the bank has not been challenged. It has also been challenged that certificate is forged but only suggestion has been given that Baban Choudhary granted the certificate after retirement.

W.W-15 (Ravi Shankar Kharabar) in his evidence stated that he was working on the post of part time sweeper in Dinara Dist.- Rohtas branch of the bank from April 2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

19. I.D. Case No.:- 12 (C) & 13 (C) of 2013. Pleading of the respective parties are identical and the same. Eight witness has been examined on behalf of the workman.

W.W-1 (Mithilesh Kumar) in his evidence has stated that he worked on the post of part time sweeper in Moapkala branch of the bank from 20.12.2003 to 2011.

In cross-examination his service in the bank has not been challenged.

W.W-2 (Rabindra Kumar Singh) in his evidence has stated that he was working on the post of part time sweeper in Fathpur branch of the bank from 01.04.2002 to 31.12.2011.

Other part of his evidence is similar to other workers. In cross-examination his service in the bank has not been challenged.

W.W-3 (Rang Bahadur Singh) in his evidence has stated that he was working on the post of part time sweeper in Salempur branch of the bank. He worked from the year 2001 to December 2011. In his cross-examination his service in the bank has not been challenged.

W.W-4 (Bijendra Pal) has stated that he was working on the post of part time sweeper in Parasathua branch of the bank from Novemebr 1999 to 31.12.2011. In cross-examination his service has not been challenged.

W.W-5 (Nagendra Kumar) in his evidence has stated that he was working on the post of part time sweeper in Ganjbharhsara branch of the bank from 01.08.2006 to 31.12.2011. In cross-examination his service has not been challenged.

W.W-6 (Madan Mohan Ram) in his evidence has stated that he was working on the post of part time sweeper in Derhgaon branch of the bank from July 2001 to 31.12.2011. He has also stated that branch manager Prem Prakash Tiwary has granted him a certificate that he worked in Derhgaon branch for about 10 years. This has been marked as Ext.-W/4. This bears seal of the bank. His service in the bank has not been challenged in cross-examination.

W.W-7 (Parmeshwar Prasad) in his evidence has stated that he was working on the post of part time sweeper in Banauli branch of the bank from March 2002 to Decemebr 2011. In cross-examination his service in the bank has not been challenged.

W.W-8 (Deepak Kumar) has stated that he was working on the post of part time sweeper in Pusauli Dist.- Kaimur branch of the bank from August 2005 to Decemeber 2011. In cross-examination his service in the bank has not been challenged.

20. I.D. Case No.:- 14 (C) to 16 (C) of 2013. Pleading of the respective parties is identical and the same. Forteen witnesses have been examined on behalf of the workman.

W.W-1 (Ashok Singh) has stated that he was working on the post of part time sweeper in Kurur branch of the bank from the year 2000 to 31.12.2011. He has also proved Ext.-W/6 to W/6-2 which are the letters given by branch manager and he was sent to Regional Office, Sasaram for bringing stationary. In the letter his signature was attested by the branch manager.

In cross-examination his service in the bank has not been challenged.

W.W-2 (Manoj Kumar Sah) in his evidence has stated that he was working on the post of part time sweeper in Nimej Dist.- Buxar branch of the bank from September 2001 to December 2011.

Incross-examination his service in the bank has not been challenged.

W.W-3 (Bihari Prasad Ram) in his evidence has stated that he was working on the post of part time sweeper in Unwans Dist.- Buxar branch of the bank from 04.01.1990 to 31.12.2011.

In cross-examination his service in the bank has not been challenged.

W.W-4 (Mani Bhushan Prasad) has stated in his evidence that he was working on the post of part time sweeper in Snajhauri Dist.- Rohtas branch of the bank from August 2006 to December 2011. He has also stated that he have paid wages through vouchers which has been Extd. Here, In cross-examination his service in the bank has not been challenged.

W.W-5 (Munna Kumar Pandey) in his evidence has stated that he was working on the post of part time sweeper in Saidaha branch of the bank from the year 2001 to 31.12.2011. In cross- examination his service has not been challenged.

W.W-6 (Rajesh Singh) in his evidence has stated that he was working on the post of part time sweeper in Manoharpur Dist.- Buxar branch of the bank from 22.07.2003 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-7 (Santosh Prasad) has stated in his evidence that he was working on the post of part time sweeper in Teladhi Dist.- Rohtas branch of the bank from June 2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-8 (Surendra Kumar) has stated in his evidence that he was working on the post of part time sweeper in Dilip Pur Dist.- Bhojpur branch of the bank from the year 2001 to 2011. In cross-examination his service in the bank has not been challenged.

W.W-9 (Rajesh Sharma) has stated in his evidence that he was working on the post of part time sweeper in Nauhata Dist.- Bhojpur branch of the bank from 1st Septemebr,2002 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-10 (Mahabir Ram) has stated in his evidence that he was working on the post of part time sweeper in Dhobaha Dist.- Bhojpur branch of the bank from 1st March, 2003 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-11 (Budhan Singh) has stated in his evidence that he was working on the post of part time sweeper in Belaun Dist.- Bhojpur branch of the bank from 1st March, 2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-12 (Kameshwar Singh) has stated in his evidence that he was working on the post of part time sweeper in Akorhigola Dist.- Rohtas branch of the bank from the from 2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-13 (Nandji Pandey) has stated in his evidence that he was working on the post of part time sweeper in Lahuri Bari Dist.- Bhojpur branch of the bank from 2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-14 (Vijay Kumar Thakur) has stated in his evidence that he was working on the post of part time sweeper in Konar, P.S- Shivsagar Dist.- Rohtas branch of the bank from 5th April 2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

21. I.D. Case No.:- 17 (C) to 20 (C) of 2013. Pleading of the respective parties are identical and the same. Fourteen witnesses have been examined on behalf of the workman.

W.W-1 (Anil Kumar) has stated in his evidence that he was working on the post of part time sweeper in Sikaria branch of the bank from the year 2002 to December 2011. In cross-examination his service in the bank has not been challenged.

W.W-2 (Birju Prasad Gupta) has stated in his evidence that he was working on the post of part time sweeper in Shiv Sagar Dist.- Rohtas branch of the bank from March 2001 to 31.12. 2011. In cross-examination his service in the bank has not been challenged.

W.W-3 (Manoj Kumar Pathak) has stated in his evidence that he was working on the post of part time sweeper in Sikraul Dist.- Buxar branch of the bank from 12.05.2012 to 31.12. 2011 continuously. In cross-examination his service in the bank has not been challenged.

W.W-4 (Jeet Bandhan Kumar) has stated in his evidence that he was working on the post of part time sweeper in Narayanpur Dist.- Bhojpur branch of the bank from the year 2001 to 31.12. 2011. In cross-examination his service in the bank has not been challenged.

W.W-5 (Sanjay Kumar) has stated in his evidence that he was working on the post of part time sweeper in Jagdishpur Dist.- Bhojpur branch of the bank from the year 2001 to 31.12. 2011. In cross-examination his service in the bank has not been challenged.

W.W-6 (Mr. Taslim Ahmad) has stated in his evidence that he was working on the post of part time sweeper in RaniSagar Dist.- Bhojpur branch of the bank from the year 2001 to 31.12. 2011. He has also proved Ext.- W to W/3 which are given by branch manager and he was sent to Punjab National Bank, Shahpur branch. Signature was attested in letter . Another letter was given by branch managemenr attesting signature of this witness and this witness was sent to post office Sahpur Dist.-Bhojpur for pleading and other letter was given to branch manager and this witness was sent to Punjab National Bank Sahpur branch for bringing details of account. On all the letters, signature of this witness was attested by the branch manager.In cross-examination service of this witness and Extd letters have not been challenged.

W.W-7 (Ashok Kumar Mandal) has stated in his evidence that he was working on the post of part time sweeper in Kharari Dist.- Rohtas branch of the bank from January 2001 to 31.12. 2011. In cross-examination his service in the bank has not been challenged.

W.W-8 (Bimlesh Kumar Singh) has stated in his evidence that he was working on the post of part time sweeper in Dhansoi Dist.- Buxar branch of the bank from 03.03 2006 to 11.12. 2011. In cross-examination his service in the bank has not been challenged.

W.W-9 (Umesh Kumar Yadav) has stated in his evidence that he was working on the post of part time sweeper in Basudhar Dist.- Buxar branch of the bank from 1st January 2003 to 31.12. 2011. He has also proved certificate granted by the branch manager that he was in the bank which has been marked as Ext.- W/5 which has not been challenged. Even the certificate has not been challenged.

W.W-10 (Shashi Kant Singh) has stated in his evidence that he was working on the post of part time sweeper in Nonar Dist.- Bhojpur branch of the bank from 01.11. 2001 to December 2011. In cross-examination his service in the bank has not been challenged.

W.W-11 (Ganesh Prasad) has stated in his evidence that he was working on the post of part time sweeper in Agiaon branch of the bank from the year 2001 to December 2011. In cross-examination his service in the bank has not been challenged.

W.W-12 (Santosh Tiwary) has stated in his evidence that he was working on the post of part time sweeper in Bensagar branch of the bank from the year 2001 to December 2011. In cross-examination his service in the bank has not been challenged.

W.W-13 (Arun Kumar) has stated in his evidence that he was working on the post of part time sweeper in Karahgar Dist.- Rohtas branch of the bank from the year 2001 to December 2011. In cross-examination his service in the bank has not been challenged.

W.W-14 (Ramesh Shukala) has stated in his evidence that he was working on the post of part time sweeper in Gara Dist.- Rohtas branch of the bank from 14th May 2001 to 31.12 2011. In cross-examination his service in the bank has not been challenged.

22. In these cases of I.D. Case No.:- 21 (C) to 25 (C) of 2013. pleading of the respective parties are the same and identical. The same relief has been claimed by all the workmen and similar written statement has been filed on behalf of the management. 17 witnesses have been examined on behalf of the workmen.

W.W-1 (Ramayan Singh) in his evidence has stated that he was working on the post of part time sweeper in Jamalpur Branch of Madhya Bihar Gramin Bank from 13th March 2001 to November 2011. Other depositions are similar to other witnesses in other cases. He has further proved Ext-W/4 which is certificate granted by manager viz Ashok Kumar Srivastava.

He has further proved Ext.-W/5 and has stated that bank has issued order for the present to keep the person for cleaning and maintenance and amount of wages of Rs. 1600/- per month has been increased by 20%. In cross-examination his service in the bank has not been challenged by the management. Ext.-W/4 and W/5 has also not been challenged. This witness has stated that in cross-examination he has stated that certificate is not forged.

W.W-2 (Raghubar Ram) in his evidence has stated that he was working on the post of part time sweeper in Kochas Branch Dist.- Rohtas branch of the bank. He has also stated that if he was sent conveyance was paid to him when he went for out side work from the bank. He had proved Ext.- W/6 receipt in payment of conveyance. He has also proved Ext.- W/7 which is the application of the workman for enhancement of wages and branch manager has forwarded the application to chairman of Madhya Bihar Gramin Bank, Head Office, Patna. He has further stated in chief that he worked in the bank from 31.01.2001 to 31.12.2011.

In cross-examination his service in the bank and payment of conveyance allowance and his application has not been challenged.

W.W-3 (Sunil Prasad) has stated in his evidence that he was working on the post of part time sweeper in Alampur Dist.- Rohtas branch of the bank. He worked in the bank from 15.03.2011 to December 2011. In cross-examination his service in the bank has not been challenged by the management.

W.W-4 (Luxman Ram) has stated that he was working on the post of part time sweeper in Karnamepur branch of the bank from March 2001 to December 2011. In cross-examination his service in the bank for that period has not been challenged.

W.W-5 (Ram Pravesh Sah) has stated in his evidence that he was working on the post of part time sweeper in Bharauli branch of the bank from 16th April 2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-6 (Madhesh Kumar) has stated in his evidence that he was working on the post of part time sweeper in Masaurhi branch of the bank from August 2003 to December 2011. He has also proved Ext.- W/15 and W/16 which are photo stat copies of payment register for amount which was transferred to account of this witness and vouchers for the payment of this witness. In cross-examination his service in the bank has not been challenged. He has stated in cross-examination that vouchers Ext.-W/16 was given to him by branch manager. He has denied that documents are forged.

W.W-7 (Manoj Kumar) has stated that he was working on the post of part time sweeper in Telpa Dist.- Arwal branch of the bank from January 2001 to 31 December 2011. In cross-examination his service in the bank has not been challenged but vouchers have been filed to prove that he worked for 240 days.

W.W-8 (Abhishek Kumar) has stated in his evidence that he was working on the post of part time sweeper in Sinha Dist.- Bhojpur branch of the bank from 31st July 2001 to 31.12.2011. In cross-examination his service in the bank has not been challenged and vouchers to prove his working has been filed.

W.W-9 (Ramesh Singh) has stated in his evidence that he was working on the post of part time sweeper in Sasaram town branch of the bank from the year 2001 to 2011. In cross-examination his service in the bank has not been challenged. This facts has not been challenged in cross-examination.

W.W-10 (Sunil Kumar Singh) has stated in his evidence that he was working on the post of part time sweeper in Bailian Dist.- Rohtas branch of the bank from 01.08.2003 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-11(Chinta Devi) has stated in her evidence that she was working on the post of part time sweeper in Meyari Bazar branch of the bank from March 2001 to December 2011. She has proved Ext.-W/17 which is the certificate granted by branch manager Sri Surendra Patel that she worked for about 7 years. In cross-examination he is service in the bank has not been challenged. Even her certificate has not been challenged.

W.W-12 (Mukesh Kumar) has stated in his evidence that he was working on the post of part time sweeper in Noora branch of the bank from August 2005 to December 2011. This witness has proved Ext.- W/18 vouchers for payment of the wages to this witness in his name which was also signed by him. In cross-examination his service in the bank has not been challenged.

W.W-13 (Sanjay Paswan) has stated in his evidence that he was working on the post of part time sweeper in Khurmabad branch of the bank from the year 2003 to 31.12.2011. In cross-examination his service in the bank has not been challenged.

W.W-14 (Manoj Kumar Roy) has stated in his evidence that he was working on the post of part time sweeper in Akhauripur Gola Dist.- Buxar branch of the bank from July 2001 to December 2011. In cross-examination his service in the bank has not been challenged.

W.W-15 (Pradeep Kumar) has stated in his evidence that he was working on the post of part time sweeper in Baidrabad Dist.- Arwal branch of the bank from February 2009 to January 2012. In cross-examination his service in the bank has not been challenged.

W.W-16 (Indrajeet Kumar Pandey) is posted as Assistant in Madhya Bihar Gramin Bank branch Dhakaich. He has stated that he had launched agitation for implementation of 9th Bipartite Settlement and for 1/3 salary and for payment of 1/3 salary to part time sweeper of the full have salary of the messenger and regularization of their services. Main demand for implementation of Bipartite Settlement was because some part of that settlement was implemented but in respect of part time sweeper that was not implemented. There was dharna agitation in front of head office and registered notice had been sent to the management and there was fast unto death programme for 3 days, thereafter management assured for consideration of the demand. Management increased wages of part time sweepers to Rs. 1600/- P.M for offices/ branches upto scale II. In scale III branches in the of part time sweeper were raised to Rs. 1800/-P.M Rs. 1800/-. Circular was issued. After agitation part time sweepers were removed on 31.12.2011. In a branch only one part time sweeper was working. In cross-examination he has stated that being president of the union he organised agitation. In meetings all the workmen who are members of the union used to be present. Further he stated that part time sweeper were working as per circular of the management. They were working from opening of the bank till closure of the bank.

W.W-17 (Birju Ram) who has stated that he was working as sweeper in Bhabhua branch of the bank from the year 2001 to 2011. In cross-examination his service in the bank has not been challenged but this witness has stated that he has received the letter for his appointment in the bank which has been filed.

23. In I.D. Case No.- 01 to 04 (C) of 2013:- Management has examined five witnesses.

M.W-1 in Md. Ejaz Asghar, Senior Manager in Regional Office, Patna. He has stated that he joined service in bank on 1st August 1979 in erstwhile Madhya Bihar Gramin Bank. He was posted in head office of Madhya Bihar Gramin Bank from 01.03.2006 to 24.04.2013. He has stated that there is no provision in the bank for oral appointment. He was posted in head office as senior manager, HRD. Branch Manager is not authorized to appoint sweeper orally.

For cleaning work, head office of erstwhile Bhojpur Rohtas Gramin Bank used to withdraw the amount from bank fund and the amount was paid them. Incase of violation of direction action used to be taken against the concerned manager.

In cross-examination he has stated that he was posted in Madhya Bihar Gramin Bank in Tehara branch Dist.- Jehanabad, Sihari, Dist.- Aurangabad, Pinzora, Dist.- Jehanabad etc. He further stated that he was posted in Tehara branch from August 1980 to March 1983. That branch was inaugurated in 1980 and at that time one lady was working as messenger on temporary basis. She was paid Rs. 50/- per month. He had not given any appointment letter to her.

This witness further stated that he knows NIT Award. As per that award daily wages were regularised. He does not know that how many workmen were regularized. In that award bank was party. This witness does not remember about the terms and conditions of duties. But as per award there was regularization. That award was implemented as per letter of Govt. of India dt- 22.02.1991.

He proved Ext.-W which is circular dated-09.12.2011 by which payment of wages to sweepers was stopped, which was being paid to them.

This witness has further stated that union is functioning in bank. He further stated that by seeing agenda of union he may tell that whether union had given letter to management for regularization of those workers. This witness has attended the conciliation proceeding before conciliation officer. This witness does not know how many applicants in all these four cases have claimed that they were working. No direction was given to branch manager for payment of compensation before removal of daily wage. In para-5-6 he has stated that National Industrial Tribunal was constituted according to the order of Hon'ble S.C. On 10.02.2006 four banks namely Bhojpur Rohtas Gramin Bank, Madhya Bihar Gramin Bank, Nalanda Gramin Bank and Patliputra Gramin Bank were made one bank namely Madhya Bihar Gramin Bank. 27 workmen whose salary was 1/3rd were regularized. All the workers who were regularized were working according to oral order of branch manager. Later on they were paid 1/3 of basic salary and dearness allowance.

M.W-2 (Deo Brat Singh) is Assistant Manager, main branch. This witness stated that he joined the bank service on 01.06.1984. He was posted at Darigaon Dist.- Rohtas, at Chand Dist.- Kaimur in last year. He was posted in Chand branch from 28.03.2011 to 24.11.2012 on the post of branch manager. Cleaning work was used to be done by taking any person and payment was made once in a month. He used to make payment after withdrawal from sanction amount by head office. Cleaning, sweeping work was not being done always by one person.

In cross-examination he has stated that he was posted in Darigaon branch from Feb.-2006 to 27th May 2011. He used to pay Rs. 1800/- per month to sweeper. This witness did not reply to the question whether during his tenure Santosh Kumar was doing sweeping work or not.

This witness is not acquainted with all the facts of this case. He told that Binod Paswan has filed this case who was working in Chand branch. He further stated that on the letter for demand of stationary there is signature of Binod Paswan which has been marked as Ext.-W/1. He further stated that proof for payment of sweeper was kept in bank. This witness could not tell first working day and last working day of Santosh Kumar. He could not tell first working day of Binod Paswan but he was running generator and his last working dates was November 2012 and period of working was one and half year. Rs. 7-8 Thousand was being paid per months to Binod Paswan for generator and generator was in name of his brother. Sweeper was paid Rs. 1600/- per month.

M.W-3 (Arun Kumar Prasad) is enquiry officer in head office in Madhya Bihar Gramin Bank, Patna. He stated that he joined bank service in the year 1981. During last ten year, he was posted in Regional Office, Arrah, Regional Office, Aurangabad and branch manager in Agiaon Bazar branch Dist.- Bhojpur in Dhamar Dist.- Bhojpur branch and in head office Patna. He was posted in Dhamar branch from August 2011 to August 2012 as branch manager.

During his posting in Dhamar branch cleaning and sweeping work was being taken from local persons on daily wages basis and payment was made per day. Further he has stated that as per direction of head office sweeper was paid Rs. 1600/- and that amount was spent by branch manager, who used to make payment to sweeper. Regular work was not taken from a single person.

In cross-examination he has stated that he cannot tell about the payment of sweeper after his tenure in Dhamar branch. Further he has stated that he knows about this case that applicants have claimed for reinstatement.

Further he has stated that from the period August 2011 to August 2012 sweeper was paid through voucher, which should be available in branch. This witness has identified Suraj Kumar and has stated that seldom Suraj Kumar was working as sweeper. One letter has been marked for identification. This witness as in para-2 of the letter that keys of the branch was with part time sweeper Sri Suraj Kumar which is in violation of bank guide lines.

M.W-4 (Sarvajeet Tiwari) who is branch manager in Deohalia branch of Madhya Bihar Gramin Bank. He has stated that earlier he was posted in Karmnasha Dist.- Kaimur branch of the bank as branch manager from the period July 2009 to November 2009. He has further stated that during his posting in Karmnasha branch, sweeping work was taken from local person. There was direction and circular of head office dt- 13.03.2001 marked Ext.-M/4. Payment of sweeper was made from the sanctioned amount of head office in the last of the months. Amount for payment was used

to be withdrawn by branch manager and was paid to sweeper. Amount was paid through voucher. Branch manager have no power to appoint any persons.

In cross-examination he has stated that he is appearing as witness in case no.- 04 (C) of 2013 and he does not remember the workmen. Further he has stated that Madhya Bihar Gramin Bank is sponsored bank of Punjab National Bank. When salary was revised in Punjab National Bank, then salary was revised in this bank. Further he stated that from Ext.- M/4, circular dt- 13.03.2001 provision was made for part time sweeper and when salary was revised then wages of part time sweeper was revised. He does not remember which PTS has filed this case.

M.W-5 (Anjani Kumar Sinha) who is posted as branch manager in Bihiya branch in Madhya Bihar Gramin Bank, he further stated that from the year 2000 to uptill now he was posted in Baligaon Dist.- Bhojpur, Hizari, Dist.- Bhojpur, Dinara Dist.- Rohtas, Raghunathpur Dist.- Buxar, Bihiya, Dist.- Bhojpur branches on the post of branch manager. He further stated that in all the branches local persons were available for cleaning and sweeping work. He could not tell that head office has issued any circular or not for sweeping work. Later on it has been stated that there was circular for sweeping work. Payment for sweeping work was made through expenditure, Misc., so other allowances fund and amount was withdrawn by branch manager once in a months. He further stated that branch manager cannot appoint orally and he has no power to appoint any one. This witness stated in cross-examination that he was posted in Baligaon branch and Manager Kumar was workman there. This witness was posted in Baligaon branch from December 1998 to December 2003. Further he stated that Nandiram is manager in his bank but this witness could not identify his signature letter and document has been marked as Ext.-W/2 with objection. There is attendance sheet as page 4 of Ext W/2. After perusal of Ext.- M/4 this witness stated that it has not been mentioned in this Ext for appointment of part time sweeper. Amount for payment of part time sweeper was increased time to time as per direction of head office. This witness identified Surendra Kumar Pandey who has filed this case in connection with Raghunathpur branch. This witness does not remember that during his period Surendra Kumar Pandey was removed or not. He could not tell first working day and date of removal of Surendra Kumar Pandey. This witness clearly did not reply whether prior to his tenure Manager Kumar and Surendra Kumar Pandey were working.

24. In I.D.Case No.- 05(C) to 08 (C) of 2013:- Management has examined eight witnesses.

M.W-1 (Umesh Kumar Ojha) is posted as manager in Regional Office Sasaram. He has stated that since last 10 years from 2005 to 2010, he was posted in Kesath branch, Buxar and from the year 2010 to 2013 he was posted in Dist Nawada. Thereafter he was posted in Sasaram Regional Office. He has further stated that there was temporary arrangement for cleaning and sweeping at Kesath branch from local person. As per direction and circular of the head office sweeping work was used to be done and in the end of months payment was made to the person engaged for sweeping work. Amount was withdrawn from specified account as per instruction of head office and at the time of posting of this witness one Nandi Yadav was permanent messenger. Sweeping work was not taken from a single person rather it was taken from the person who was available.

In cross-examination he has stated that Ashok Kumar has filed his case and monthly payment was made to Ashok Kumar when this witness was posted in Kesath branch. When this witness was posted there then salary of sweeper was increased as per letter of the bank. This witness identified Ashok Kumar. This witness has no knowledge that as per instruction of head office that person was removed. But he was not removed from the tenure of this witness.

W.W-2 (Himanshu Shekhar Jha) is the branch manager in Niazipur branch. This witness was posted during last 10 years in Bachari Narayanpur branch Dist.- Bhojpur, Jamalpur banch Dist.- Bhojpur and head office in inspection Dept. and at present he was posted in Niazipur Dist.-Buxar branch.

He was posted in Bachari branch from July 2004 to July 2009 as branch manager. During his tenure sweeping work was taken from a person as per letter of head office. Sweeping work was being taken from any one person. Payment was made once in a month after withdrawal from the allotted fund by head office. During his posting, there was permanent messenger.

In cross-examination he has stated that matter of Jitendra Pandit is pending in this tribunal. This witness identified Jitendra Pandit who was present in this tribunal. During tenure of this witness there was no matter for removal and keeping of workman. This witness was posted at Bachari Narayanpur for about 5 years.

M.W-3 (Surendra Jung Bahadur) is branch manager in Grahani branch. He has stated that he was branch manager in garhani branch of Madhya Bihar Gramin Bank as branch manager. Prior to this posting he was posted as branch manager in Ekwari branch and in Sakari Bhojpur branch. When he was posted in Sakari branch then sweeping work was being taken as per circular issued by head office. It was the direction of sweeping work being taken from the person who resides near the bank and payment was made monthly by branch manager from expenditure, head of H.O sanction amount was used to be withdrawn by branch manager and was paid to workman. There was as such direction to take sweeping work from a single person. Branch manager was not empowered to appoint regular sweeper.

In cross-examination he has stated that he was posted in Sakari branch from the year 2004 to 2009 and during his tenure monthly payment was made to sweeper. He has further stated that workman in this case is Ajay Kumar and others. This witness has stated that he does not identify Ajay Kumar. Further he has stated that workman was paid

wages at the end of months. Earlier Rs. 750/- per moth was paid which was increased to @ Rs. 1600/- per month. Branch Manager made payment to the person from whom work was taken. He has further stated that there was circular from head office to take sweeping work from different person. He has stated that when messenger was available then sweeper is not taken for work. From the question he has stated that there was circular for taking work from different person. This witness has no knowledge that union of workman has written. Management for making 1/3rd payment and to make them permanent as per 9th Bipartite Settlement and agitation was launched by the union and one Indrajeet Pandey sat on fast till death.

M.W-4 (Sewa Prasad) is branch manager in Bharauli branch of Madhya Bihar Gramin Bank. He has stated that earlier he was posted in Manchiyan branch from May 2011 to Decemebr-2013 as branch manager. During his posting person was kept 1-2 hours for sweeping work. There was direction from head office to withdraw the amount for payment to sweeper. Sweeping work was being taken from different person and payment was made from H.O sanctioned head once at the end of month. Branch Manager not authorised to appoint person on regular basis. There is no proof for making payment to more than one person.

In cross-examination he has stated that in the year 1982 he joined Bhojpur Rohtas Gramin bank as clerk cum cashier. At that time his pay scale was as per scale of state Govt. Bhojpur Rohtas Gramin Bank is sponsored bank of Punjab National Bank. In the year 1991 NIT Award came into existence and thereafter payment of employee was made according to pay scale of P.N.B. There is no permanent post of permanent messenger in the year 1982. At that time payment was made on daily basis to 4th grade employee and here was no appointment letter of 4th grade employee. This witness does not know service of daily workers that appointment letter was made to daily wagers or not. This witness joined in Deohalia branch but he has no knowledge of service that daily wager who was getting @ Rs. 2/- per day, so made permanent. He was posted in Deohalia branch till the year 1994 and at that time name of sweeper was Singhashan Singh but he has no knowledge that at present Singhashan Singh was working or not. He has stated that case no.- 06 (C) of 2013 has been filed by Kameshwar Rai, who is present in this tribunal and the witness identified him. He further stated that as per circular of the year 2001, payment is made to part time sweeper and scale was increased as per decision of the board of director of post office. There was no circular of the bank to engage sweepers by changing the name. This witness does not know the date for keeping Kameshwar Rai and his last working day.

M.W-5 (Lalan Kumar Choudhary) posted as branch manager in Hasan Bazar Branch of Madhya Bihar Gramin Bank. He has stated that since last 10 years he was posted in Bagahi branch Dist.- Bhojpur Bihata branch Bhojpur, Fatehpur branch Bhojpur and Hasan Bazar Branch Bhojpur. He was posted as branch manager in Bihata branch from the year July 2005 to June 2009. Messenger was posted in the branch but sweeping work was not done by messenger. Sweeping work was not done out side from local person, for which there was direction of the head office. Payment was made for sweeping from H.O head sanctioned. Branch manager used to withdrawn the amount and make payment. Branch manager was not authorized to appoint regular sweeper. There is no provision to appoint orally.

In cross-examination he has stated that he was posted in Bihata branch from July 2005 to June 2009 and thereafter he was transferred to Fatehpur branch. Payment was made to part time sweeper through vouchers at the end of month. He has further stated that on the voucher, expenditure Part time sweeper has been written. In the year 2009 scale for payment for sweeper was increased to Rs. 750/- per month and from the voucher from 2011 it appears that Rs. 1600/- per month was paid. This witness identified workman Dilip Kumar.

M.W-6 is (Pawan Kumar Sharma) branch manager in Kharatat and branch of the bank and prior to that he was posted in Dhakaich Dist.- Buxar branch of the bank. During his posting sweeping work was being taken from out sider from local person. There was direction to withdraw the amount from H.O sanctioned head and to make payment to sweeper at the end of month. Sweeping work was taken from different persons. No attendance was taken from the sweeper.

In cross-examination he has stated that he appeared in I.D.Case No.- 05(C) of 2009 and workman in this case Raj Kumar who was present in the tribunal and identified this witness. This witness has further stated that Raj Kumar was working prior to year 2011. He has also stated about the payment made to the workman. During tenure of this witness, Raj Kumar was working there. About the year 2012 bank stopped his payment and no work was taken from Raj Kumar. He has further stated that he has heard that Raj Kumar used to make payment to the customer the amount of withdrawal slip. He identified signature of Raj Kumar on the back of withdrawal slip. He has further stated that branch manager was not authorized to appoint any one in writing but Raj Kumar was working as earlier he was working. This witness has not granted certificate but branch manager. Letter of Madhya Bihar Gramin Bank dated- 26.02.2010 and letter of Dhakaich branch dated- 26.02.2010 has been marked as X-Y for identification.

M.W-7 (Md. Mazhar Hussain Ansari). Who is branch manager in Azimabad Dist.- Bhojpur branch. He has stated that during the last 10 years he was posted in Deodhara Dist.- Aurangabad in Piro Dist.- Bhojpur branch and Azimabad Dist.-Bhojpur branch. Earlier he was posted in Azimabad branch from November 2004 to July 2009. When earlier he was posted in Azimabad branch then he used to make payment to the sweeper once in a month and sweeping work was taken from out sider. Regularly sweeping work not taken from only one person.

In cross-examination he has stated that work was not taken in the bank from part time sweeper. He is not acquainted with the file in this case. He has heard that Harai Ram Prasad has filed this case no.-06(C) of 2013. Sweeping work is of perrenial nature and it is regularly done. He himself used to make payment. Sweeping work was taken from the available person. Regularly work was not being taken from any single person. This witness could not tell whether it was mentioned in the circular to take sweeping work from one person or from different person. This witness identified vouchers for payment of part time sweeper. He does not remember whether there is no proof or voucher for making payment to part time sweeper. He has also stated that when was posted in Azimabad then monthly payment was made to part time sweeper.

M.W-8 (Om Prakash) is officer in Jagdishpur branch Dist.- Bhojpur in Madhya Bihar Gramin Bank. He has stated that since last four years earlier he was posted in Kori Branch Dist.- Bhojpur, in Jitaura Branch Dist.- Bhojpur, and in Kasab Branch Dist.- Bhojpur. He was posted as branch manager in Kori and Kasab branch. He was posted in Kori branch from 19.02.2011 to 27.11.2013. During that period sweeping and cleaning work of branch and cleaning of latrine work was being taken from some persons, for which there is circular. Payment was made to sweeper from expenditure head. Manager used to withdraw the amount and used to make payment. Except sweeping other work was not taken from that person.

In cross-examination he has stated that he is appearing in case no.- 07(C) of 2013 and name of workman is Nagdeo Ram. Part time sweeper was kept in the bank as per direction of head office. Amount of payment to part time sweeper was increased from Rs. 500/- to Rs. 750/- per month and Rs. 1000/- per month and lastly payment was made Rs. 1600/-. After keeping the PTs branch has correspondence with head office in the year 2001 and on that basis part time sweeper was kept. There was correspondence for making part time sweeper as permanent. He has further stated that there is no provision in the circular to take work from different persons. This witness identify Nagdeo Ram who was present in this tribunal. Prior to his removal, notice or retrenchment compensation was not paid to him.

25. In I.D.Case No.:- 09 (C) to 11 (C) of 2013:- Management has five witnesses.

M.W-1(Paras Nath Prasad) is branch manager in Dhobaha branch. He has stated that since last 10 years he was posted in Gurari Dist.- Rohtas, Sonebarsa Dist.- Buxar, Fahtehpur Dist.- Bhojpur, Regional office, Aurangabad, Dist.- Arwal, Daud Nagar, Dist.- Aurangabad, Gurari Dist.- Rohtas, Dhobaha Dist.- Bhojpur branch.

During his posting in Gurari branch cleaning and sweeping work was done by a person who was available and bank used to search near by person. In Gurari, cleaning and sweeping was done by Shyam Bihari Pal. This witness does not remember the name of the person who was doing this work. Payment was made to sweeper once in a month as per rule of the bank. This witness used to withdraw the amount and to make payment to sweeper. At Gurari messenger was working.

In cross-examination he has stated that he is in his service in Gramin bank since 1977 and he does not remember whether salary was paid to him as per rules of central government or as per rules of State Govt. or as per rule of the bank. He has stated that his bank is sponsored by PNB. He has no knowledge whether his salary is equivalent to salary of the officer of PNB. He has further stated that there was bipartite settlement in banking industry but when settlement was done and when it was implemented in Madhya Bihar Gramin Bank is not remembered by this witness. He has stated that as per circular dated- 21.08.2010 salary of 4th grade employee, IIIrd grade employee and officer grade employee were revised. This witness does not identify Shyam Bihari Pal. He used to make payment to sweeper. By withdrawing the amount himself. Proof of payment of wages is in bank. There is no proof that how many sweeper worked for how many days. This witness stated about the circulars no.- 07/2001 dated- 13.03.2001, circular no.- 10/2005, dated-21.07.2005, circular no.- 23/2008 dt- 27.09.2008, circular no.-01/2011 dt0 06.01.2011, circular no.- 04/2011 dt- 22.02.2011 which has been marked as Ext.-W to W/4.

M.W-2 (Jitendra Kumar Sinha) branch manager in Kharari branch. He has stated that he is in bank service since 21st October, 1981. During last 10 years from 2001 to 14 August 2004 he was in controlling office at Sasaram from 16th August 2004 to 26 August 2005 he was in Durgawati Branch, Kaimur, from 27th August 2005 to 09th December 2011 in Kachawa branch in Kharari Dist.- Rohtas from 11th August 2011. He has further stated that he was posted as branch manager. During his posting in Kachawa sweeping work was taken from different persons. He used to make payment to sweeper in each month by withdrawing the amount himself as per direction of head office. Sweeper work is not taken by a single person regularly. During his posting permanent messenger was not posted.

In cross-examination he has stated that by withdrawing amount from H.O sanction head he used to make payment to sweeper. He has further stated that on payment of Rs. 20/- revenue stamp is affixed. This witness stated that he could not file voucher for payment of morethan Rs.20/- and morethan Rs. 20/- was used to be paid to be sweeper. This witness is not acquainted with entire facts of the case. He has arrived as witness as per order of head office and controlling officer. This witness stated that he identified Santosh Sharma resident of village Kachawa.

M.W-3 (Anjani Kumar Pandey) is branch manager in Mayari Bazar. He has stated that he joined the bank service in June 1979. During last 7 years he was posted in Chitawan Dist.- Rohtas, Development office Sasaram, Alampur Branch Rohtas, Regional office, Sasaram Maiyari branch. He has further stated that from 27.1.2009 to 03.11.2012 he was posted in Bari branch. During his posting in Bari branch sweeping work was done from out sider as

per circular. Manager used to withdraw the amount and make payment to sweeper. Sweeper work was done by different person. There was posted permanent messenger.

In cross-examination he has stated that security rules of the bank was followed. Sweeping work was done from known person. To this, witness did not maintain the details identify of those persons. He also did not maintain attendance and working days of that person but that was maintained by the person who did sweeping work. Payment was made monthly and payment vouchers were prepared. Revenue stamps were not affixed. This witness identify Madan Mohan God and stated that this person runs generator in his office. This witness is not acquainted with the case and also does not know case has been filed by Madan Ram God for termination from the post of part time sweeper, and for payment of 1.3rd salary as per 9th Bipartite Settlement and for regularization. This witness identified Madan Ram God who was present in this court. This witness does not remember that how many years Madan Ram God run generator.

M.W-4 (Nirmal Kumar Gupta) is branch manager in Gara branch. He has stated that since last 10 years he was posted in Gawai Simari Dist.- Rohtas, Chitawan Dist.- Rohtas Ganjbharsara Dist.- Rohtas, Belgaon Dist.- Buxar and Gara Branches. He was posted in Kawai Simari branch from January 2004 to July 2005 and he was posted in Chitawan branch from the year 2006 to 2009 as branch manager. In both branches sweeping work was done by available person. As per direction of head office branch manager used to withdraw the amount and make payment to sweeper once in a month. The head was expenditure unspecified. Other work was not done by the sweeper.

In cross-examination he has stated that he appeared as a witness in the matter of Kawai Simari branch and Chitawan branch. The case of Kawai Simari branch is related to workman Ramesh Kumar and the case related to Chitawan branch is related to work of Shashi Kumar Dubey and later on the work is related to Shashi Bhushan Dubey. This witness identified this Shashi Bhushan Dubey. This witness is present in this tribunal.

Further he has stated that he was posted in Chitawan branch from June 2006 to July 2009. He used to make payment to sweeper as per direction of head office, in the end of month. Accordingly he made payment in Kawai Simari branch. Wages of sweeper was increased time to time from Rs. 700/- to Rs. 1600/-. This witness does not know that there was agitation for 1/3rd salary according to Bipartite Settlement, in front of head office. There was circular of head office not to take work from these workmen.

M.W-5 is (Anjani Kumar Sinha) branch manager at Bihiya Bazar, Bhojpur Madhya Bihar Gramin Bank. He has stated that at present he is posted in Bihiya Bazar and prior to that he was posted in Raghunathpur Branch and prior to Raghunathpur he was posted in Dinara branch. He was posted at Dinara from 01.03.2006 to 14.05.2010 as branch manager. At Dinara for sweeping work messenger used to bring person for sweeping work. There was direction of head office to take sweeping work from outside. For payment of wages there was provision of expenditure Misc. fund which was known as H.O Sanction. Amount was withdrawn from that head and was paid to sweeper in the last of the months. Branch Manager was authorized to withdraw the amount. Other works were not taken from sweeper.

In cross-examination he has stated that he was posted in Dinara Branch from 1.3.2006 to 14.05.2010 sweeper was paid once in a month from the amount withdrawn through voucher. The amount for payment was Rs. 750/- per month in the year 2006. This witness does not remember that it was increased to Rs. 1000/- per month. Wages were fixed according to circular of the bank. According to circular, amounts were increased as per talk between union and management. He has also stated that PNB is sponsored bank of Madhya Bihar Gramin Bank and when amount to sweeper was increased in PNB, then it was increased according to industry level settlement. This witness has no knowledge that settlement will be binding upon them. This witness heard that there was 9th Bipartite Settlement in the year 2009-2010 in banking sectors. This witness does not remember when there was pay revision of the managers and other permanent employees. This witness stated that he appeared as a witness in the matter of workman namely Ravi Shankar Kharwar. He has further stated that there is no provision to make payment in name of sweeper. Manager used to withdraw the amount in name of maintenance.

26. In I.D. Case No.- 12(C) & 13 (C) of 2013:- Five witnesses have been examined on behalf of the management.

M.W-1 (Om Prakash Singh) is senior manager in Dhangai branch of the bank. He has stated that his working in Madhya Bihar Gramin Bank since 07.01.1981. Earlier, name of the bank was Bhojpur Rohtas Gramin Bank. He has further stated that during last 10 years he was posted at Pusholi station Dist.- Kaimur, Shivsagar, Hilsa (Biharshariff), Dhangai, Dist.- Rohtas. He was posted in Pusholi from November 2003 to 1st July 2009 as branch manager.

During his posting sweeping work was taken from outside and it was not taken from only one person. Payment was made to sweeper from the sanction head of head office.

In cross-examination he has stated that he is not acquainted with the case in which he is appearing as a witness. He has no knowledge that the workman of Pusholi branch has filed this case for making him permanent. He is not acquainted with this case. He has also no knowledge that any workman of Pusholi branch has filed case before Assistant Labour Commissioner.

He has further stated that it was not settled when payment was to be made to part time sweeper. Seldom payment was made after 5 days and seldom after 10 days after withdrawal from the expenditure head. Voucher was not prepared for payment. Details of amount was written on voucher but signature of workman was not used to be taken.

There was circular from head office for payment. In circular no.- 23/2008 dated- 27.09.2008 wages was Rs. 750/-. 2nd voucher no.- 04/2011 is dated-22.02.2011 in which wages is Rs. 1600/- per month. At present salary of sweeper is according to sponsored bank PNB. This salary is as per order of NIT Award. After award salary of manager was revised. This witness could not tell whether salary of clerk and 4th grade employee was revised or not. This witness has knowledge about the settlement of 2010 between Indian Banks Association and its employees trade union which was Bipartite Settlement and all the terms of settlement was implemented.

This witness did not identify workman Dipak Kumar. This witness had no knowledge that apart from Dipak Kumar any one has claimed to be part time sweeper. Further, he has stated that circular was issued from head office not to take work from outsider but to take work from permanent persons. This witness has further no knowledge that prior to removal of sweeper retrenchment notice or compensation was paid or not.

M.W-2 (Ajay Kumar Verma) is senior manager who is in bank service from 51.02.1985. During last five years he was posted in Parshathua. Dist.- Rohtas, Head office Patna, and at Bhabhua Branch. He was posted in Parshathua from May 2010 to 29.08.2012 as branch manager. During his posting sweeping work was done by messenger and in his absence that work was taken from the person residing near by. For sweeping arrangement, work was taken from available persons who were available near the bank and they were told that payment will be made after completion of month. Sweepers were paid wages but voucher was not prepared. He used to make payment from expenditure head "for meeting of sweeping charge". He has no power to appoint sweeper.

In cross-examination he has stated that in the year 1985 there was permanent messenger in the bank. He cannot file appointment letter of permanent messenger of 1985. He cannot tell that after NIT Award daily wages were made permanent. He cannot tell after NIT Award when his salary was revised as per salary of sponsored bank. This witness has no knowledge that in PNB there is expenditure head called manager head and that has been adopted by Gramin bank. Wages of sweeper was paid in the end of the months. This witness does not identify Rajendra Pal. This witness identified the voucher in the name of Vijendra Pal which is of year 2009, 2010 and 2011. This witness does not remember that Vijendra Pal in whose name voucher has been prepared, has been removed or not. Total voucher no is 12. These vouchers are of the tenure of this witness and this witness is responsible. This witness also identified signature on paper.

M.W-3 (Lalan Kumar Choudhary) is branch manager in Husain Bazar Branch of the bank. He has stated that he was appointed in Bhojpur Rohtas Gramin Bank on 15.02.1985. Name of that bank was changed as Madhya Bihar Gramin Bank. During last 6 years he was posted at Bihta Dist.- Bhojpur, Fehtehpur Dist.- Bhojpur Husain Bazar Dist.- Bhojpur. At present this witness is posted at Husain Bazar. From May 2009 to Feb.- 2013 he was posted in Fehtehpur branch as branch manager. He has further stated that during his posting sweeping work was taken from any person. There was direction to make sweeping arrangement and to make payment to sweeper at the end of months. There was unspecified head and branch manager has power to withdraw the amount and make payment to sweeper. Branch manager could not appoint the sweepers. In Fehtehpur branch there was permanent messenger.

In cross-examination he has stated that he is not completely acquainted with the case in which he appeared as a witness. He has no knowledge of workman who filed this case.

When he was posted in Fatehpur branch the notice was received from Assistant Labour Commissioner but in whose respect notice was issued, is not remembered by this witness. Further he has stated that notice was in the matter of Ravindra Kumar Singh. He has stated that payment voucher dt-31.01.2010, 30.03.2010 is correct. He has stated that Ravindra Kumar Singh did not work in Fehtehpur branch.

M.W-4 (Ajay Nandan Sahay) is branch manager at Salempur Branch. He has stated that in his branch there was temporary arrangement for sweeping. There was direction of head office that case of absence of messenger sweeping work was to be taken from local person and to take payment of sweeper at the end of months. Sweeping work was taken from available person. There was direction for payment of Rs. 1600/- per month for sweeping work. There was no direction of head office to take sweeping works from different persons. Further he has stated that this case is for regularization of sweeper namely Rang Bhadur Singh and dispute is for regularization and reinstatement. This witness identified Rang Bahadur Singh. He has also stated that he knows that one officer namely S.K.Jain was posted in Salempur branch as branch manager. This witness identifies Ext.-W, letter of Salempur branch but this witness did not identify signature of S.K.Jain. This witness has no objection on the documents filed by the management. He has further stated that benefit of 9th Bipartite Settlement was given to this witness, clerical cadre and other sub-ordinate staff. He has further stated that during his period he has not removed Rang Bhadur Singh he has also not kept him.

M.W-5 (Nirmal Kumar Gupta) is branch manager in Kochas branch of Madhya Bihar Gramin Bank. He has stated that at present he is branch manager in Gara Branch Dist.- Rohtas. During last 5 years he was posted at Ganjbarasara Dist.- Rohtas, Baligaon, Dist.- Buxar Gara Dist.- Rohtas.

He was posted as branch manager in Ganjbharasara branch from July 2009 to Feb.-2011. There, sweeping work was taken from local person. In this respect there was direction of head office as per circular of year 2001. Sweeping work was not taken from any single person but it was taken from available person. Payment to sweeper was made at the end of months.

In cross-examination he has stated that he is appearing as witness in case no.- 12 (C). He is not acquainted with full facts of case no.-12(C) of 2013. There was no panel in Ganjbharasara of part time sweeper. This witness identified Nagendra Kumar and has stated that was working as sweeper. Part time sweeper was paid at the end of months. He has stated that wages is paid when work is taken. He has further stated that all the voucher of 31.05.2010 is under his signature. He has also stated about the voucher dt- 20.06.2010, 29.09.2010 which bears his signature. All the vouchers are related to Part time sweeper. This witness identified signature of Anil Kumar Sinha by which Nagendra Kumar was sent to bring cheque book and mentioned paper from Allahabad bank which has been marked as Ext.-W/1. He has further stated that when there pay was revised then pay of part time sweeper was revised. In the year 2011 wages of Part time sweeper was Rs. 1600/- per months. He has further stated that after Bipartite Settlement, wages of all the workers were revised. This witness has knowledge about the part time sweeper. This witness identified Ext.-W/2, letter no.- 6637 dt-09.12.2011 by which part time sweepers were removed. He has further stated that proof of keeping or removal of part time sweeper is available in office and prior to removal part time sweeper were not paid notice or compensation.

27. In I.D. Case No.- 14(C) to 16 (C) of 2013:- Six witnesses have been examined on behalf of the management.

M.W-1 (Uday Kumar Pandey) is senior manager in head office of Madhya Bihar Gramin Bank in planning & development section. He has stated that earlier he was posted in Nimaji Dist.- Buxar branch of the bank as branch manager from June-2006 to Feb.-2011. He has further stated that in Nimaij branch there was no arrangement for cleaning & sweeping but he used to take that work from out sider. There was direction of the head office in this respect. He used to withdraw the amount in his name and used to make payment to sweeper and manager had been given power from head office to withdraw the amount. Other work was not taken from sweeper.

In cross-examination, he has stated that he has appeared as a witness in the matter of workman Manoj Kumar. He does not remember. He does not remember payment of sweeper made in Nimaij branch from how many years but he used to pay monthly wages from the year 2006 to 2011. Manoj Kumar had done sweeping work till this witness remained in that branch. He has also stated that Ext.-W, the certificate in the name of Manoj Kumar has been granted by him which bears his signature.

M.W-2 (Pradeep Kumar Sinha) is branch manager in Parsathuan branch of the bank. He has stated that during last 8 years he was posted in Unwash Dist.- Buxar, Regional Office, Bhabhua Dist.- Kaimur, Parsathuan Dist.- Rohtas branch. He has further stated that he was posted in Unwash from December 2006 to 14.08.2010. During his posting in Unwash sweeping work was taken from available person. Sweeping work was taken from local person, who agreed to do so. He has further stated that there was circular of year 2001 in this matter issued from head office. Sweeping work was not taken regularly from one person. Amount was withdrawn to make payment to sweeper from H.O sanction from other allowance head. Payment was made one in a month. He has further stated that branch manager has no power to appoint a workman regularly. There is no provision of appointment orally.

In cross-examination, he has stated that he was appearing as a witness in case no.-15(C) of 2013 but he does not know the workman who filed this case. He has further stated that he had heard name of Bihari Prasad Ram who is standing in the court and this witness identified him. He seldom used to do sweeping work. This witness had kept him for sweeping. This witness was posted there from Dec. 2006 to August 2010. He paid the amount of sweeping charge per month upto July 2010. He has taken work for part time sweeper and made monthly payment to him. He used to withdraw the amount to make payment to sweeper. Voucher was prepared for making payment and in voucher word sweeper is written but it has not been mentioned different sweepers. He has further stated that prior to his joining and after his relieving amount was paid to sweeper. During his period sweeper has no complain that payment was not made to him. Payment voucher available in branch.

M.W-3 (Chandra Shekhar Mishra) is branch manager in Darigaon branch of the bank. He has stated that he joined bank service on 21.10.1981. At present he is branch manager in Darigaon branch of Madhya Bihar Gramin Bank. During last 10 years he was posted in Akorigola Dist.- Rohtas, Darigaon Dist.- Kaimur, Ayarkodha Dist.- Rohtas. He has stated that he was posted Akorigola for 3 years. He was 2nd officer in Akorigola in the year 2005-2006. He has stated that sweeping work was taken from any person and there was circular in this respect of the year 2001. Sweeping work was not taken from single person. There is no provision in the bank to appoint any person orally.

In cross-examination he has stated that in the year 1981 he joined as clerk-cum-cashier in Lahuribari Dist.- Kaimur branch. In the year 1981 when he joined, there was no daily wager. Sweeping work was done from available person and payment was made at the end of months. This witness does not remember that whether there was circular to make payment daily or not. Manager had power to make payment. He further stated that NIT Award was implemented in Rural bank and as per Award morethan 1000 daily wages workers were regularized as messenger There was regularization even in Bhojpur Rohtas Gramin Bank. This witness has no knowledge that payment letters weres given

to the persons or not, who were regularized. There is no mention in the circular to take work from different persons. By seeing circular he has stated that in Akhorigola sweeper was paid Rs. 150/- per month. That amount was increased from time to time. Monthly wages was paid at end of the month. He has further stated that Kameshwar Singh was doing sweeping work there.

M.W-4 (Baban Choudhary) is inspector in Madhya Bihar Gramin Bank, head office. He has stated that earlier he was posted as branch manager in Dalippur Branch Bhojpur of the bank from 16.05.2010 to 08.06.2014.

He has stated that for sweeping work there was circular of the year 2001 of head office. According to circular branch manager used to withdraw the amount and to make payment to sweeper. Any person was called for sweeping work and sweeping work was not taken from a single person. Sweeper was paid at the end of months. Branch manager has no power to appoint any one and there is no provision to appoint any one orally.

In cross-examination he has stated that he is working in Madhya Bihar Gramin Bank since 1982. Earlier name of the bank was Bhojpur Rohtas Gramin Bank. In the beginning this witness was appointed as clerk. He was promoted in the year 2001. In the year 1982 he joined in Rajpur Branch Dist.-Rohtas. 4 to 5 staff were posted there. Daily wager was also working there. This witness has knowledge about the NIT Award of the year 1991. Prior to Award salary of this witness was according to salary of employee of State Govt. and after the award, salary was paid according to sponsored bank. Once daily wagers were regularized as per NIT Award, in 4th grade cadre. This witness does not remember that appointment letter was given to daily wager or not. After implementation of award benefit of Industry level wage settlement was given to this witness. Bipartite settlement is in the year 2010 by which his salary and salaries of other staff were increased. He has further stated that workman Surendra Kumar of Dalippur branch has filed this case no.-14(C) of 2013. This witness has identified him who was present in the court. During his posting he used to make monthly payment to sweeper and amount for payment was used to be withdrawn according to circular.

M.W-5 (Ashok Kumar Upadhyay) is branch manager in Gaya branch of Madhya Bihar Gramin Bank. He has stated that at present he is posted in Kaispa branch Dist.- Gaya of Madhya Bihar Gramin Bank. During last 10 years this witness was posted in Nainizor Dist.- Buxar branch and Regional office, Bikramganj Dist.- Rohtas. Regional office Sasaram, Kurur Dist.- Rohtas branch, Mangrawn Dist.- Rohtas. In Kurur branch he was posted from the year 2008 to 2011 as branch manager.

He has further stated that during his posting in Kurur sweeping work was taken from local persons as per the circular of the year 2001 of head office. Sweeping work was not taken from a single person. Sweeper was paid from expenditure head. This witness used to withdraw amount to make payment. Branch Manager was not authorized to appoint sweeper on regular basis. There is no provision in the bank to appoint any one orally.

In cross-examination he has stated that on 07.04.1981 he had joined in officer cadre in erstwhile Bhojpur Rohtas Gramin Bank. At that time his consolidated salary was Rs. 700/- per month. First of all he joined in Charpokhari branch. Even salary of clerk was consolidated. NIT award came in the year 1991. After award salary of Rural bank employees was made according to salary of sponsored bank-PNB but this witness does not remember whether as per award daily wager were regularized or not. Daily wager were made messenger and after making them messenger there services were regularized. As per award, pay scale of staff of bank was according to pay scale of PNB. After the year 1991, as per banking level settlement, they are getting salary similar to PNB. This witness further stated that from the year 2008 to 2011 he was posted in Kurur branch of the bank and he used to pay part time sweeper on monthly basis. He used to withdraw the amount through voucher in his name and in voucher sweeping charge purpose was mentioned. Voucher was prepared for making payment. Seeing the voucher he has stated that none of the voucher is in payment of one week. All the vouchers related to monthly payment. He has further stated that he is appearing in the case of Ashok Singh, Part time Sweeper. This witness identified Sri Ashok Singh who is present in the tribunal. This witness does not remember that he used to bring stationary from Regional Office through Ashok Singh but he identified the signature Ext.-W/1 the letter on which he had attested the signature of Ashok Singh to bring stationary from Regional office. He has further stated that Ashok Singh was working as part time sweeper in that branch prior to joining of this witness and he worked till 2011. This witness volunteered that he did not work regularly but there is no proof that he did not work regularly.

M.W-6 (Sri Nand Kumar Singh) is branch manager in Deo Markandey branch. He has stated that during last 10 years he was posted from November 2003 to July 2009 in Khurmabad P.S- Chenari Dist.- Rohtas branch and from August 2009 to Novt.-2012 in Shivsagar Dist.- Rohtas branch and from December 2012 up till now in Deo Markandey P.S- Karakat Dist.- Rohtas branch. He was also posted as branch manager in Khurmabad branch and Konar branch. During his posting in those branches sweeping work was taken as per circular of head office. Branch Manager used to withdraw amount from H.O head and used to make payment to part time sweeper who worked. Branch manager has no power to appoint any one regularly and orally.

In cross-examination he has stated that he is appearing in case no.- 14 & 15 (C) of 2013 filed by the workman Sanjay Paswan and Vijay Kumar Thakur respectively. He was posted in Konar branch from August 2009 to Nov.2012. He was posted in Khurmabad from Nov. 2003 to July 2009. He has further stated that payment was not made through voucher to Sanjay Paswan. He further stated that at that time Santosh Paswan and 2-4 other persons worked at that

time. This witness identified Vijay Kumar Thakur, who was present in the tribunal. This witness has stated that he relied on the circular relating to payment of wages to part time sweeper. Sweeping work was being taken prior to his joining. One person was not working. Sanjay Srivastava and other worked but there is no record. He has further stated that he had not taken on paper their working days but that has not been filed nor brought by him. Payment was made monthly. He has further stated that Vijay Kumar Thakur did not work during his tenure even for a single day. He further stated that his signature was not on every voucher. Further he has stated that he has not been given certificate to workers. He further stated that he had taken work from part time sweeper according to circular. Bank has no licence under Contract Labour Act to take from different persons. He had not given any notice for removal.

28. In I.D. Case No.- 17(C) to 20 (C) of 2013:- Five witnesses have been examined on behalf of the management.

M.W-1 (Rajesh Pandey) is branch manager in Madhya Bihar Gramin Bank. He has stated that during last 10 years he was posted in Jagdishpur branch, Chandi branch, head office, Patna Dhoba branch. In Jagdishpur branch he was posted in the year April 2004 to Middle of June 2009 as branch manager. During his posting, sweeping work was taken from out sider and wages was paid in the end of months to the person who did work. There was direction of head office for payment of wages. Branch manager used to withdraw the amount in his name and make payment to sweeper. Branch manager has no power to appoint part time sweeper.

In cross-examination he has stated that he is appearing in this case no.- 20 (C) of 2013 as witness and dispute is for worker Sanjay. This witness identified Sanjay who is present in the tribunal. This witness could not tell, whether Sanjay was working there prior to joining to this witness in Jagdishpur branch in the year 2004 or not. Further he has stated that wages was being paid to workman as per circular of head office and wages were increased as per direction of head office.

This witness has no knowledge that there was Bipartite Settlement between management and union of the workman. He has further stated that their wages were increased in the light of Bipartite settlement. He has stated that workman has filed this case for his regular payment. This witness has no knowledge when workman was removed. This witness did not reply to question whether prior to removal of workman compensation was paid or not. This witness has no knowledge that when salary was revised then salary wages of for part time sweeper was increased or not.

M.W-2 (Ram Kishore Ram) is branch manager in Kachawan branch in Madhya Bihar Gramin Bank. He has stated that prior to Kachawan he was posted in Kharari branch from April 2007 to Dec. 2011. When he was posted there, then, for sweeping work, as per direction of head office part time sweeper was kept. There was direction of the head office, for payment of wages in this respect. There was direction to branch manager to take work from any local person. Wages was paid once in a month from allotted expenditure head.

In cross-examination he has stated that he is appearing as a witness in the case related to workman Ashok Kumar Mandal. Further he has stated that he used to make payment at the end of months as per direction of head office. This witness understand the meaning of part time sweeper. Terms to take work from part time sweeper was fixed by head office.

This witness does not remember when Bipartite Settlement happened. Salary of this witness was revised about 6-7 years before. Further he has stated that on 31.01.2009 part time sweeper was paid Rs.750/- per month and from 18.03.2001 part time was paid Rs. 1600/- per months. Workman was removed about one & half years before. This witness identified Ashok Kumar Mandal who was not removed from the tenure of this witness.

M.W-3 (Gopal Prasad Mandal Sudhanshu) is officer in Niyazipur branch. He has stated that earlier he was posted as branch manager in Ranisagar (Bhojpur branch) from June 2011 to 29.11.2013. When he was posted in Ranisagar branch, then sweeping work was taken after payment of wages. There was direction of the head office that messenger was engaged in bank duty and sweeping work was not possible by messenger so direction was to arrange sweeping work from another person by part timer. Wages was in paid by controlling office of the branch who himself used to withdraw the amount for payment of sweeper in a month.

In cross-examination he has stated that in June 2011 he was posted in Ranisagar branch and prior to his joining there was arrangement for sweeping work from out sider. He has stated that he is appearing as a witness in case no.- 19(C) of 2013 which has been filed by Md. Taslim Ahmad. This witness identified Taslim Ahmad who is present. He has identified voucher for payment of part time sweeper @ Rs. 750/- per month. 2nd voucher is dated- 30.07.2011 by which payment was made to workman @ Rs. 1600/- per months.

This witness has no knowledge that there are two types of part time sweeper- (i) who gets 1/3 wages scale and (ii) who gets consolidated wages.

This witness has no knowledge about Bipartite Settlement.

M.W-4 (Ram Kumar Tiwary) who is branch manager in New Bhojpur branch in Madhya Bihar Gramin Bank. This witness has stated that he is branch manager in New Bhojpur branch and prior to that he was posted as branch manager in Dhansui branch from Jan.-2011 to December 2013. During his posting in Dhansoi branch any person was kept for sweeping work. There was circular in this respect of head office. Sweeping work was taken from

out sider. Usually sweeping work was taken from single person and in his absence sweeping work was taken from another person. Payment was made from H.O sanctioned head. Payment was made to sweeper once at the end of month. Payment was made by cash. Branch manager was not authorized to appoint any person regularly. There was no provision to appoint orally.

In cross-examination he has stated that he is posted in Gramin bank from the year 1986. Initially he was posted as Supervisor in Bhojpur Rohtas Gramin Bank. At the time his salary was Rs. 1000/- per months. This witness heard about NIT Award. When this witness was appointed then earlier to his appointment and after his appointment persons were appointed on post of messenger irregularly.

In the year 1986 he was posted Dumraon branch. He was posted in the grade of officer in the year 1990 as per NIT Award and messenger were made regular staff. This witness further stated that in Dumraon Ramjee Prasad was not regular messenger, he is a resident of Dumraon and posted there.

This witness has further stated that he is appearing as witness in case no.- 17(C) of 2013 and in this case workman is Vimlesh Kumar Singh. This witness identified him. This witness also identified voucher dated- 01.07.2011 signed by him. He has further stated that Vimlesh Kumar Singh has not been removed.

M.W-5 (Clement Toppo) is branch manager in Ramgarh branch of Madhya Bihar Gramin Bank. He has stated that earlier he was posted in Bainsagar branch from July 2009 to November 2012. There sweeping work was taken from local person. Possibly there was circular in this respect issued in the year 2001. Sweeping work was not done from one single person. Payment was made from sanctioned expenditure amount. Payment was made in cash once in the end of months. Branch manager is not authorized to appoint any one on regular basis.

In cross-examination he has stated that he is in service of Madhya Bihar Gramin Bank from the year 1990. In 1990 he was posted as officer in Kasauli branch Bhojpur Rohtas Gramin Bank. Messenger was posted there. This witness has no knowledge whether in the year 1990 his salary was as per salary of sponsored bank or salary of Central Govt. or salary of State Govt. This witness has heard about NIT Award. This witness is in Madhya Bihar Gramin Bank. He heard that as per provision of NIT Award. He has good salary and salary was paid to another workman. This witness further stated that he is appearing as a witness in case no.- 18(C) of 2013 and in this case workman is Santosh Kumar Tiwary. This witness identified Santosh Kumar Tiwary. Name of Santosh Kumar Tiwary is at Sanjoli Branch Dist. Rohtas. This witness does not remember when part time sweeper was removed.

29. In I.D.Case No.:- 21(C) to 25 (C) of 2013:- Seven witnesses examined namely M.W-1 (Kumar Satish Chandra Triphati), M.W-2 (Yogendra Nath Singh), M.W-3 (Vijay Kumar Verma), M.W-4 (Ranjan Kumar Sinha), M.W-5 (Himanshu Shekhar Jha), M.W-6 (Surendra Kumar Patel) and M.W-7 (Sarya Prasad) have been supported the version in all management witnesses are same and identical in nature.

30. Argument advanced on behalf of both the parties are identical and the same.

Before dealing with the specific workman it is pertinent to note that in all the case claim of the workman is reinstatement and regularization of their services as part time sweeper under 1/3rd wages of a full time sub-ordinate staff.

Moreover, all the workmen have stated specially that they were orally appointed w.e.f. specific date in each cases to discharge the duties of a part time sweeper in specific branches of the bank. They have specifically stated that they were paid monthly wages regularly by the bank.

It has also been mentioned that they used to discharge duties from 10.00A.M to 5.00P.M. It has been mentioned about Bipartite Settlement in the banking industry. Unions of workmen had demanded fixation of salary of part time sweeper at least 1/3rd scale wages to that of a full time sub-ordinate staff. The demand was considered and settlement to this effect was signed at industry level between representatives of unions of workmen and the management represented through Indian Banks Association on 27.04.2010, which was known as 9th Bipartite Settlement through which wages of part time sweeper working on consolidated wages was raised to 1/3rd pay scale of full time sub-ordinate staff w.e.f. 01.05.2010.

It has also been stated that as the demand was not considered by the management, the sponsoring union launched agitational programmes. Under the instruction of Chairman, branch manager of respective branches terminated the services of the workmen w.e.f.31.12.2011 and stopped them from service. Date of termination is the same in cases of all the workmen and cause of termination has not been stated.

On the other hand management has not challenged that these workmen were not working in the respective branches from the periods stated by them. It has also not been challenged they then worked years together. It shows that statement of the workmen are totally correct and admitted by the working for more than 240 days in one calendar years.

Management stated in written statement that there is no scope of oral appointment. Appointment letters were not issued but when workmen worked for several 240 days in several calendar years they became protected employee u/s-25F of the I.D.Act and before termination one month notice or one month pay, and retrenchment compensation was

required to be paid, which has not been paid by the management. So all the workmen are entitled to reinstatement on the same scope.

Date of retrenchment in respect of all the workmen is the same. It appears that due to agitational programmes of sponsoring union workmen were retrenched. It has also been stated in written statement that workmen union/association of the Regional Ruler banks do not represent industry level settlement or wage revision settlement before Indian banks Association but 9th Bipartite Settlement has not been denied and it was binding upon the management to follow the settlement which was signed on 27.04.2010.

It has been stated by the management that Dharna was not legal but when the settlement was not obeyed by the management hence it was natural for the sponsoring union to raise agitational programmes. In view of the facts that in factual statement made by the workmen the same have not been denied by the management in any cases. Annexure-A to the written statement of the management will not support the management because management has not denied the working of part time sweeper for a long period for several 240 days in several calendar years.

The decision of the Hon'ble High Court in CWJC No.- 23216 of 2012 Binod Paswan & others Vs. Chairman, Madhya Bihar Gramin Bank and Others will also not support the management because in this observation " However, in future, if any regular appointment is made by respondent-bank and its functionaries on the post of sweeper or any other post for which the petitioner are eligible, then they shall be entitled to apply for the post and their cases shall be considered in accordance with law."

It has not been stated anywhere that post of sweeper is not vacant. There are several circulars of the bank for monthly payment of the part time sweeper.

There is petition on record for closure of the present proceedings because matter was awarded " No Dispute Award " by the CGIT No.-1 Dhanbad. In the award in the last paragraph it has been stated that " After receipt of the reference, the secretary of sponsoring union of all references submitted that the same management and same workmen's dispute were pending before the Industrial Tribunal, Patna for decision. Accordingly he prays to withdraw the reference pending before this tribunal. This being the submission, it is felt that presently there is no dispute between the parties. Hence no dispute award is passed, communicated".

So it is apparent from the award itself that the General Secretary of sponsoring union of all references submitted that the same management and same workmen's dispute is pending before the Industrial Tribunal, Patna for decision and accordingly he prays to withdraw the reference pending before this tribunal. So the prayer was to withdraw the reference pending before CGIT No.-1 Dhanbad. So this award will not operate as res-judicata and it will not help the management in any way. Management has fully contested the case and argued the case.

All the workmen in their respective evidences have stated that they were working from the specific period as part time sweepers. They were doing sweeping work and they were serving water. They used to open the gate of the bank and they remained present in the bank till the closing of the bank. They were getting monthly wages from the manager. No other part time sweeper was working in their respective branches and in the cross-examination these facts have not been challenged in respect of any workman by the management. Moreover, in cross-examination they have stated that there was notice pasted on the bank and they applied and they were orally appointed by the manager.

It has been asked that whether the attendance of the workmen were made on attendance register and reply was that on separate copy attendance was used to be made. These are the facts which is result of cross-examination. However, nothing has been brought on record that any workers were paid less wages of their monthly wages due to absence. As such it is apparent that workmen regularly attended the bank and they never remained absent.

31. Separate written argument has also been filed on behalf of the management in batch cases but all the written argument are identical in nature for the purpose of adjudication of all the cases.

In the Written argument it has been stated that I.D.Case No.:- 01(C) of 2013 have not been signed by any of the person on behalf of whom said application was said to have been filed. Even it have not been signed by Arun Kumar Singh the said General Secretary of Madhya Bihar Gramin Bank Employees Association.

In respect of I.D.Case No.:- 2(C) of 2013 to 04(C) of 2013 it has been stated that none of the application has signed by individual claimants nor there is any record to the effect that they authorized to Arun Kumar Singh, the said G.S to sign the application on their behalf in authority to represent the cases.

These argued are like preliminary objection for the purpose of deciding maintainability of the case but that have not been raised earlier nor stated in oral argument. Moreover, in the applications it has been stated that " all applicants (workmen) represented through the General Secretary of Madhya Bihar Gramin Bank Employees Association and it has been signed by Arun Kumar Singh, General Secretary. So the case has been filed on representative capacity and this argument is devoid of merit.

Next argument is that allegation was made that the branch manager of the respective branches have terminated them from service w.e.f 31.12.2011 and the case has been filed for regularization under section 2A (I) & (II) of the Industrial Dispute (Amendment) Act, 2010 for which this tribunal have got no jurisdiction to pass any order and grant

any relief claimed by the so called workmen within the said provision of law. The said section 2(A) has granted complete power in any matter connected with or arising out of such discharge, dismissal, retrenchment or termination and the this tribunal has got every power to pass any order and grant any relief under the law. It has been argued that no case of regularization can be filed by the union under this section and tribunal has got no power to entertain or pass the order regarding regularization. It is pertinent to note that the said section 2A is very wide to adjudicate any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination which will be deemed to be an Industrial Dispute notwithstanding that no other workman nor any union or workmen is a party to the dispute. Moreover when there is failure to full fill conditions precedent to retrenchment of workmen then workmen becomes a protected workmen under the Act. Working in any industry for several year together on the same post makes it clear, that this post is very important and a part for the management then regularization is a consequential benefits so argument of the management is of no avail.

It has further been stated that no authority by all the named complainant have been filed in the name of Arun Kumar Singh, General Secretary so called union of Madhya Bihar Gramin Bank Employees Association or in name of Sri B. Prasad, President Bihar Provincial Gramin Bank Employees Association to represent their case, during the entire hearing of the cases. Sri B. Prasad so called President of Bihar Provincial Gramin Bank Employees Association is without authority representing the cases. Hence, the entire proceedings vitiate. This is pertinent to note that any matter have not been raised during the evidences of any workmen and cases have been filed in representative capacity from the beganing, so this argument have no leg to stand. Next statement is that this tribunal is not notified as Central Govt. Industrial Tribunal. The Central Govt. vide Notification No.- Z-25025/4/2014-CLS-II dt- 7th May, 2014 has power to refer or transfer the dispute for adjudication to any of that tribunal empowering to adjudicate the dispute. The Govt. of Bihar have approved the proposal of Ministry for referring / transferring the cases relating to Central sphere to workers belonging to Bihar to any to any of the CGIT for State of Bihar for adjudication U/S- 10 of the Industrial Dispute Act. This statement of management is itself contradictory. Management has not applied its mind to consider the word “ for adjudication U/S 10 of the I.D.Act and thereafter so many cases have been transfer red from CGIT, Dhanbad to this Industrial Tribunal.

Next statement in the written argument is that during pendency of conciliation proceeding before Assistant Labour Commissioner one of the claimants Sri Vinod Paswan along with other filed writ application CWJC No.- 23216 of 2012. Which was dismissed. This matter has already been dealt and this is complete of suppression of facts by the management because observations in the writ application have not been mentioned by the management.

Next argument is that claimants being not appointed by the banks do not come under the category of workmen and no employer employee relation exists. Under the provision of section- 2(s) “ Workman “ means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person--.”

In this respect claimants were appointed or not by the bank is not point for consideration in a case when claimant comes under the definition of workman. Moreover either in evidence or in written statement it has not been challenged that they did not work for more than 240 days in any calendar year and any argument contrary to written statement and the evidences on record, is of no avail because workmen became protected workmen and relationship of employer and employee exists in respect of all these cases. These workmen were not project workers but they were routine workers and regular workers.

Next argument is that Industrial dispute were raised before the Assistant Labour Commissioner (C), conciliation proceeding ended in failure and the matter was referred to CGIT No.-2 Dhanbad for adjudication and the during pendency of reference cases. So called workmen before the CGIT NO.-1 Dhanbad, subsequently the said union filed applications before the CGIT No.-1 Dhanbad that they did not intend to contest the dispute. CGIT, No.-1 Dhanbad was pleased to pass “ No Dispute “ Award. Therefore, the present applications is barred by principle of res-judicata. It is regretful that completely misgiving have been mentioned by the management in its written argument when the last paragraph of award is itself clear that the same matter is pending before Industrial Tribunal, Patna. Hence workman’s made prayer for withdrawal of the cases before the CGIT No.-1 Dhanbad and in that light order was passed by CGIT No.-1 Dhanbad. So no question of res-judicata arise. Matter has fully been contested by the management.

Next argument is that bank is Public Sector Undertaking and is governed by rules and regulations framed by the Government of India. None of the Rules, Regulations either prevailed in Madhya Bihar Gramin Bank or in erstwhile Bhojpur Rohtas Gramin Bank, Magadh Gramin Bank, Nalanda Gramin Bank and Patiputra Gramin Bank, contained the provision for appointment/oral appointment by the Branch Manager, In fact Branch Manager is /was not authorized to appoint any person. The workmen have not claimed for issuance of any appointment letter by the bank. During course of deposition they also admitted the fact that bank has not issued any appointment letters to them. None of the persons were appointed by the bank. As per the procedure of appointment, their names were not sponsored by the employment exchange.

This argument of no avail when the workmen comes under the provision of protected workmen because they worked for morethan 240 days in one several calendar years. Workmen has stated in their evidence that notice was paste on the notice board of the bank. Branch Manager received application and orally told them to join duty. Wages of workmen was monthly paid as per circulars of the Head Office. As such even the head office of the bank was aware of the facts that Part Time Sweepers were working in the bank and time to time monthly wages of the workmen was revised by the head office.

Which facts has been admitted as distorted facts by the management in the written argument that branches/offices were permitted with monthly expenditure to prescribed limits (which is and fixed amount). Only for cleaning the premises was in the form of contingency which was revised time to time. The work of cleaning / sweeping was need base and was to be taken by any available labourer. But there is no evidence that these workmen did not work as routine worker or regular workers. There is no evidence any other person except these workmen worked as Part Time Sweeper.

Next argument is that called for vouchers as produced by the management pertain to cash withdrawn by the concerned controlling authority of the branch/office. No document has come on record that payment was made to the claimants directly rather all the withdrawals have been made to the concerned incumbent-in-charge and payment were made to the persons from whom sweeping work was taken as per existing instructions. In this context management have not brought on record that payment was made to different persons other than these claimants/workmen while workmen has fairly stated that they were monthly getting the amount fixed by the head office for the work done by the them in respective branches.

Next argument is that Branch Managers were/are not empowered or authorized to issue any certificate to any person in respect of employment or engagement. If a Branch Manager issue any such certificate beyond the rules and regulation of the bank or Act against the guidelines of the bank it would tantamount to be illegal. This argument has got no value when Branch Manager had granted a certificate, that will be admitted in evidence. Most of the Branch Manager during evidence in the tribunal has identified workmen by face who were present in the tribunal and they stated that these persons were working as Part Time Sweeper.

There is further argument that some of the workmen claimed to have worked prior to 13.03.2001 that is prior to issuance of Circular No.-7/2001 Exts.-M/5 which itself reflects that their claim is false. But this facts has not been challenged in cross-examination. Workmen worked and getting their respective wages. Itself proves that they were working. There is some statement that one Sri Ram Ojha stated in application to work from 02.05.2001 where as he deposed to have worked from 02.04.2001. There may be some mistake in oral evidence but oral evidence will prevail which is statement of on oath and claim of the workmen may not be thrown.

Next argument is that managements witnesses stated that Branch had no power to appoint daily wagers and there is no provision of oral appointment. Branch Manager used to withdraw and pay to the person concern from whom the work is taken time to time. In this contest it is pertinent to note that appointment letter was given or not is not the point for consideration, but work was taken in daily routine manner and regularly for more than several 240 days in several calendar years then workmen became protected workmen. It was within the knowledge of head office that Part Time Sweeper were working. Some decision has been filed on behalf of the management which will be considered after dealing with the Exts. From the dealing with the evidence and the statement on the record it is very clear that management completely failed to bring on the record any material contradiction to vitiate the claim of the workmen.

32. While according to the written argument on behalf the workmen is that point for consideration is all these cases is that “Whether the action of the management of Madhya Bihar Gramin Bank, Head Office, Patna in not considering regularization of the services of the workmen as Part Time Sweeper under 1/3rd pay scale of a full time subordinate staff and terminating their services is legal and justified? If not, what relief (S) the workmen are entitled to?” Details of the workmen by name, the branches in which they were working and the period of working have been clearly stated in the statement of claims by all these workmen.

Workmen were examined and cross-examined even Sri Arun Kumar Singh, General Secretary of Madhya Bihar Gramin Bank Employees Association have been examined and there is no result of cross-examination infavour of management.

All the workmen deposed that they used to work in the respective branches from 09.30 A.M to 05.30 P.M. They used to clean, sweep the branch premises. They used to take out ledger/registers from almirah and used to keep on tables, counters and vice-versa. They used to accompany the Branch Manager at the time of recovery of loans etc. They submitted that they was no any other persons other than concerned workmen performing the above duties uninterruptedly. They submitted that they used to sign their attendance in a separate register / copy and used to be paid wages once in a months which is ranged from Rs. 150/- per month, Rs. 350/-, Rs. 500/-, Rs.750/-, Rs. 1000/- per month and lastly Rs. 1600/- and Rs. 1800/- per months. They deposed that they worked uninterruptedly as per their claim and also worked for morethan 240 days in calendar years preceding their termination. Neither any notice / notice pay nor any retrenchment compensation was given to them. Their claims were justified.

It has also been argued that Sri Arun Kumar Singh who happened to be the General Secretary of the sponsoring union, submitted that it was the concerned workmen who alone worked with the branch. There cases for regularization on 1/3rd pay scale of wages of subordinate staff in view of 9th Bipartite Settlement and reinstatement was justified. Circular filed on behalf of the workmen related to engagement of persons for sweeping work and payment of wages. The quantum of wages were increased from time to time by the Board of Director of the bank. Vide circular dated- 09.12.2011 issued by the Head Office of the bank, all the workmen were terminated. Some branch managers issued certificates in support of working of workmen. Payment of vouchers suggest regular payment for sweeping purposes on monthly basis. The vouchers suggest payment to only one person on monthly basis.

There is also argument that the facts emanated on the basis of material on record is that No.- (i) There was a scheme for engagement of persons for sweeping etc works in the branches of the then Bhojpur Rohtas Gramin Bank, now called Madhya Bihar Gramin Bank. (ii) Bank had issued circulars for fixing up monthly wages for sweeping purposes. (iii) Wages were increased from time to time by the Board of Director of the banks for which prior permission had been obtained from the sponsored bank i.e Punjab National Bank. (iv) All the workmen were engaged following the scheme of the bank. (v) The workmen discharged the duties of a Part Time Sweeper. (vi) All the workmen worked with bank for several years and also continuously for over 240 days preceding their termination on 31.12.2011. (viii) All the workmen were paid wages on monthly basis, as such there status was not of a daily rated workers but was of a temporary workmen. (viii) Following the directions of National Industrial Tribunal Award in the year 1991, the services of all the daily rated / temporary workmen were regularized as messengers. (ix) In the terms of NIT Award, several temporary / daily rated workmen were also regularised as messengers in Madhay Bihar Gramin Bank. (x) Some persons were also regularized as Part Time Sweepers on 1/3rd scale of wages of a full time subordinate staff. (xi) The workmen named in above I.D. Cases are only workmen claimants for the post. For each branches there is only one workman claimant for the post. (xii) The above named workmen raised Industrial Disputes before the Assistant Labour Commissioner (Central) Patna and all along attended the proceedings. The workmen also attended the proceedings before this Tribunal. (xiii) There is no conflicting claim for any post for which the workmen claimed. (xiv) As per NIT Award, the salary of the workmen should have been at par with sponsor bank. (xv) As per 9th Bipartite Settlement of Banking Industry which was signed on 27th April 2010, the wages of Part- time sweepers should be minimum 1/3rd pay scale of a full time subordinate staff. (xvi) The claim of the workmen is for reinstatement on 1/3rd scale wage of a full time subordinate staff, with full back wages and regularization. (xvii) The concerned workmen are workmen as per section 2(S) of the I.D.Act and Madhya Bihar Gramin Bank an Indusutry as per section 2(J). (xviii) The management resorted to unfair Labour Practices as per schedule V (Section 25T) of the I.D.Act, 1947 as they violated the provisions of 9th Bipartite Settlement for allowing 1/3rd wages of a full time sub staff. (xix) The duties of the workmen were perennial in nature. (xx) The workmen worked for over 240 days continuously as per the provisions of Section 25B of the I.D.Act. (xxi) The termination of the workmen are covered under the provisions of section 2(OO) of the I.D.Act. (xxii) The management violated the mandatory provisions as contained in section 25F of the I.D.Act.

Further they claimed for reinstatement as a temporary workman as a Part- Time Sweeper under 1/3rd scale wages of a full time subordinate staff. (ii) Regularisation of services as a Part Time Sweeper under 1/3rd scale wages of a full time subordinate staff. (iii) Payment of a sum of Rs. 10000/- to each workmen as cost for contesting the dispute. (iv) Any other relief (S) which deems fit.

33. Management have Extd. Several documents in each of the cases and most of documents are circulars etc which has been filed in all the sets. Other sets of documents are related vouchers of all the cases, from the year 2009 to 28.12.2011 and other several years. All the vouchers demonstrate of expenditure, Misc. (unspecified) for the payment for sweeping charges and water arrangement for a month. To whom payment was made have not been demonstrated on the vouchers and photo stat of front page of vouchers has been filed back page of vouchers of original vouchers have not been filed. It is apparent that payment was made for sweeping charges and cleaning charges of different branches of the bank. On one vouchers signature Sunil Srivastava has been attested by Ritu Sinha it appears that signature of one Bhirgu Nath Pandey was also attested by Suman Kumari and similarly signature of Ramesh Kumar was attested by Nirmal Kumar Yadav. It appears that by not filing of original vouchers and photo stat of the back page of vouchers management have suppressed the facts to whom payment was made and bank have not come with clean hand because in banking system there must be proper account for the purposes of audit that payment was made to a specific person.

Other documents is Circular No.- 7/2001 dated- 13.03.2001 this circular suggest that sweeping and cleaning work was not properly done in the branches and others and it was felt messenger of the bank remains in routine duties and, he visited the field for recovery of NPA and as such some branches suggested, engagement of part time sweeper and for permanent arrangement of sweeper correspondence was being done with sponsor bank and in the mean time it was decided in Regional Office and the branches having business upto two crores may spend Rs. 100/- per month and the branches having business for morethan two crores may spend Rs. 150/- per months for sweeping purposes of the branches. It was further instructed that controlling officer of the branches/offices will withdraw the amount from the head "H.O Sanctioned" and will make payment to sweepers. This means that by this circular arrangement of sweeper was directed to be made in the branches and offices.

Next circular is No.- 10/2005 dated- 21.07.2005 issued by the General Manager of the then Bhojpur Rohtas Gramin Bank by which monthly expenditure for sweeping purposes was increased to Rs. 500/- per months w.e.f. July 2005.

Next circular is No.- 23/208 dated- 27.09.2008 of Madhya Bihar Gramin Bank in which it has been stated that in the 15th meeting of the board of directors held on 19.07.2008 the Board authorised the chairman to take appropriate decision in the subject matter – sweeping and maintenance of the office. Further, board of Director in its 16th meeting held on 26.09.2008, approved the proposal for monthly expenditure in the above subject @ Rs. 750/- per month in the branches having officers of scale of 1 & 2 and for other branches this was Rs. 1000/- per month, which may be spent from the head of Misc. expenses-unspecified head. Further it was directed that this provision of payment will not apply for those branches where 1/3rd of the pay scale is pay paid sweeping purposes and it appears that some branches were having part-time subordinate staff on 1/3rd wages on regular basis which was demanded by the union as per 9th Bipartite Settlement.

Next documents is circular No.- 01/2011 dated- 06.01.2011 by which it was directed that work from sweeper be not taken for morethan three hours in the branches where officers of scale (i) / (ii) are posted and in other branches work from sweeper may not be taken for more thansix hours in a week. It was directed the branch manager / incharge will ascertain that work be not taken for morethan specified period.

Next document is circular No.- 4/2011 dated- 22.02.2011 by which decision was communicated that monthly wages of sweeper was increased in the branches having scale (i) & (ii) branches was increased from Rs. 750/- per month to Rs. 1600/- per months and in other branches this wages was increased from Rs. 1000/- per months to Rs. 1800/- per months. It was further directed in the branches where payment for sweeping his paid to 1/3rd pay scale these provisions are not applicable. This was effective from Ist March 2011.

Next document is letter issued from General Manager dated- 09.12.2011 to Regional Officers, and Regional Office in which it was directed that information has been gathered that sweeper remains in the branches even after doing sweeping work and it was directed that sweeping for work from outsider be taken on those date when peon will remain absent and in any case payment not to be made in routine manner for entire months and it was directed that work from outsider being taken for period of half an hour and not on monthly basis but this direction is dated- 09.12.2011 and thereafter part time sweepers were removed from service w.e.f. 31.12.2011. So this circular was not effective and all the payments to the part time sweeper was to be made in absence of messenger and not in routine manner on monthly basis. Further it has come into evidence that part time sweepers used to open the branches and after sweeping work they remained in the branches till the closing of the bank.

34. Documents Extd. On behalf of the workmen are mostly similar to the documents of the management.

One document is letter issued by General Manager of the bank to Regional officers dated- 09.12.2011 which has been dealt.

Next document is demand letter for stationary from the Manager stationary department Arrah and Binod Paswan part time sweeper went for bringing the stationary Articles and his signature is attested on demand letter.

Next document is certificate granted by Branch Manager that Binod Kumar Paswan was working from 27.06.2005 to 27.06.2009 on the post of part time sweeper on daily wage basis. He was also working in the branches prior to tenure to this branch manager.

Next document is letter no.- 2283 dated- 30.06.2011 sent by Regional Officers, Madhya Bihar Gramin Bank to Sri Jitendra Mohan Singh branch manager, Dhamar, Bhojpur and it has been mentioned in the letter that during the visit of the branch on 30.06.2011 the then branch was found closed till 10.45A.M and no staff and officers was present, there was gathering of customers who were angry due to non opening of the branches. Further it has been stated that key of the branch was with part time sweeper Suraj Kumar. As such it appears that it was the duty of part time sweeper to open the bank gate after arrival of branch manager.

Next document is letter dated- 30.04.2009 sent by the Branch Manager, Madhya Bihar Gramin Bank to the Branch Manger, Union bank of India to bring the demand draft and signature of Manager Kumar was attested by the Branch Manager.

Next documents is cash voucher by which Rs.150/- was paid to Manager, PTS.

Other documents is photo stat of attendance sheet in which name of Manager Thakur has been mentioned as sweeper.

Next document is certificate granted by Branch Manager of Belaur Branch stating that Ranjay Kumar is working in his branch on the post of PTS.

Next document is photo stat of attendance register in which it has been mentioned that sweeper, Manager Thakur was present in the branch on all the dates except public holiday.

Next document is letter sent by Raghunathpur branch dated- 26.08.2008 to Regional Officer, Arrah in the matter of incident happened in the branch. It has been mentioned that on date even daily wages Surendra Pandey was present who had seen the incident.

Next document is payment voucher filed by the worke. It is not to be considered because the same has already been filed by the management officer.

Next document is letter dated- 01.04.2011 by which branch manager of Athar Branch has sent letter to Regional Manager, Bhabhua for supply of stationary and signature of sweeper shyam Prasad Gupta has been attested.

Next document is the letter dated- 17.12.2000 sent by General Manager to Branch Manager in which it has been stated that Board of Directors in its meeting dated- 22.12.1999 has agreed to pay and regularize the sweeper and to make payment 1/3rd of pay scale as wages in the light of 5th Bipartite settlement and it was directed to branches to send an agreement signed by the sweeper to the head office along with medical certificate of fitness, recent photograph of pass-port size, domicile certificate and name of two persons who will not be relative of the sweeper and be known to the bank, certificate of educational and age and it was directed that all permanent part time sweepers required to full fill the formalities and would be regularized w.e.f. 22.12.1999 and those persons will get benefit of leave, medical allowance, gratuity etc. As such bank implemented 5th Bipartite settlement but later on it was refused.

Next document is the certificate granted by Nirmal Kumar Gupta branch manager stating therein that Pramod Kumar Gupta is working as water boy and PTS from 27.09.2006 to 28.09.2011.

Next document is a circular no.- 34/2014 dated- 05.11.2014 by which allowance of sweeping of branches of scale and (ii) was increased from Rs. 1600/- per months to Rs. 1920/- per month and for other branches it was increased from Rs. 1800/- per months to Rs. 2160/- per month and it was directed that payment will be made in a month. As such it appears that work of PTS is permanently required by the management.

Next document is circular of Human Resources Department of Madhya Bihar Gramin Bank No.- 5/2014 dated- 12.12.2014 which it appears that head office was wanting the implementation of mention of previous circular.

Next document is certificate granted by Sital Prasad Chodhary to Sri Subash Tiwary stating therein that he was working on the post of sweeper from 1998 and full time work was taken from him. Branch Manager wishes his regularization in the light of NIT Award.

Next certificate is granted by the manager to sweeper Shyam Prasad Gupta and it has been stated that he was working since 17.05.2004.

Other several certificates were granted to several sweepers by the concerned Branch Managers. Moreover, management have not denied in written statement that these petitioners—workmen are not working as part time sweepers. So the statement of the workmen that they were working at part time sweepers from the respective period mentioned in these cases is amply admitted and established by the workmen.

Moreover all the workmen have given similarly evidence in this tribunal. They have already stated about their cases that they are working as part time sweepers for the period specified by them which has not been challenged in cross-examination. As such workmen succeeded to proof and establish their cases.

35. The same ruling has been filed in all the sets of the batch of cases which is heard and dealt below:-

Web copy of Punjab National Bank Vs Ghulam Dastagir and equivalent citations AIR 1978 SC 481 has been filed. In this case Ghulam Dastagir was the driver and contention of the management that he was not employed by the bank on the contrary Area Manager had been given a personal allowance of Rs.200/- by the Bank to enable him to employ a personal driver of his own. Facts of this case completely differs from the facts of cases of part time sweeper of Madhya Bihar Gramin Bank and this decision is not applicable in the facts and circumstances of the present case.

Next decision reported in 2005(3) PLJR SC 149 Manager, R.B.I Vs S. Mani & others this was a case of Tikka mazdoors whose duties were not of permanent nature, can be dispensed with subject to compliance of statutory or contractual requirements and their status is not higher than that of a temporary workman or a probationer. In this case provision of section-25F of Industrial Dispute Act, 1947 has been dealt with. 25F provision are required to be complied with in case a workman performs 240 days of service in a period of 12 months preceding the order of termination. Admittedly in the present case all the workmen who were part time sweepers had completed morethan 240 days of service in a period of 12 months not only preceding the order of termination, in several calendar years which remains unchallenged in evidence and these part time sweepers used to be regarded as regular mazdoor and by Bipartite Settlement the management itself regularized several part time sweepers as evident from the circular of the management as dealt with above and that statement was binding upon the management.

Next decision is reported in 2006 SCC (L & S) page-1 in which it has been dealt that requirement of 240 days continuous service – onus to prove and burden of proof lies on workman. It is for workman to adduce cogent evidence, both oral and documentary. Mere affidavits or self-serving statements made by workman will not suffice – Evidence Act not applicable to proceedings under S. 10, ID Act – In cases involving daily – wagers, workman can only call upon employer to produce before court nominal muster roll for the given period, and other documents if in existence –

Drawing of adverse inference would ultimately depend thereafter on facts of each case – Clarified, mere non-production of muster rolls per se, without plea of suppression by claimant workman, will not be a ground for Tribunal to draw adverse inference against employer – Evidence Act, 1972 – S. 114 III. (g) – Applicability.

Matter has further been dealt in 17 of the judgement “Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Dispute Act. However, applying general principles and on reading the aforesaid judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-wage earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management.

While in the present case witnesses have stated that they worked for year together and most of the workmen identified by the management witnesses who have stated that workmen were working for years together. Evidence of payment of vouchers has been filed by the management, there is no evidence of the management that payment was made to other persons except these workmen. As such inference be drawn in favour of the workman. These workmen were terminated on 31.12.2011 without giving retrenchment compensation. Management was not justified in termination of the service and this decision is not applicable in the present cases. Moreover in this judgement appellant is directed to be restored as a daily wager.

Next decision is reported in 2006 LAB. I. C 3048 in this case burden of proof on the workman that he has worked for more than 240 days or more. In the present case workman has succeeded to prove and established that he has worked for more than 240 days in preceding one year and also in several calendar year. So this decision is not applicable in the present case.

36. Some decision has also been filed on behalf of the workman. One is web copy of the decision Harjinder Singh Vs Punjab State Warehousing Corp. on 5th January, 2010. In this case tenure of service of workman ended on 04.05.1987 but he was continued till 05.07.1988 i.e. the date on which the Managing Director of the corporation issued one month's notice seeking to terminate his service by way of retrenchment. That notice was stayed in writ petition filed by the appellant which was dismissed with liberty to avail remedy under the Industrial Dispute Act, 1947. After two months, the Managing Director of the corporation issued notice dated- 26.11.1992 for retrenchment by giving them one month's pay and allowances in lieu of notice as per the requirement of Section-25F (a) of the Act. It was found that there is no evidence that workman was appointed for specific period and for specific job and further that job was casual one and as such the workman is entitled to reinstatement and it was held that termination of service of the workman is in contravention of Section-25F of the I.D. Act. This case is completely applicable in the case of workman. “In the days of laissez-faire when industrial relation was governed by the arch weighted law of hire and fire, the management was the supreme master, the relationship being referable to contract between unequals and the action of the management treated almost sacrosanct. The developing notions of social justice and the expanding horizon of socio-economic justice necessitated statutory protection to the unequal partner in the industry namely, those who invest blood and flesh against those who bring in capital. Moving from the days when whim of the employer was supreme lex, the Act took a modest step to compel by statute the employer to prescribe minimum conditions of service subject to which employment is given. The Act was enacted as its long title shows to require employers in industrial establishments to define with sufficient precision the conditions of employment under them and to make the said conditions known to workmen employed by them. The movement was from status to contract, the contract being not left to be negotiated by two unequal persons but statutorily imposed. This socially beneficial Act was enacted for ameliorating the conditions of the weaker partner, conditions of service prescribed thereunder must receive such interpretation as to advance the intentment underlying the Act and defeat the mischief.”

Some decision has been filed on behalf of the workman one of them is web copy of the decision of Hon'ble Supreme Court of India in Harjinder Singh Vs. Punjab State Warehousing Corp. on 5th January, 2010. In this case Harjinder Singh was appointed and tenure ended on 04.05.1987 but he continued in service till 05.07.1988. Managing Director of the corporation issued one month's notice seeking to terminate his service by way of retrenchment which was stayed by the Hon'ble High Court, Punjab & Haryana but finally writ petition was withdrawn to the liberty to avail remedy under I.D. Act, 1947 (for short, ' the Act '). The labour court observed that it is clearly established that working against which the appellant was engaged was still continuing and the Hon'ble Single Judge agreed with Labour Court but did not approve the award of reinstatement on the premise that initial appointment of the appellant was not in consonance with the statutory regulations and substituted the award of reinstatement with 50% back wages. The appeal

was allowed and the impugned order of the Hon'ble H.C was set-aside and the award passed by the Labour Court was restored with cost of Rs. 25,000/- from the corporation.

Next decision is web copy of the decision of Hon'ble Supreme Court of India in Devinder Singh Vs Municipal Council, Sanaur on 11th April, 2011. In this case Division Bench of Punjab and Haryana High Court set-aside the award passed by the Labour Court for reinstatement of the appellant and it was declared that he shall be entitled to wages in terms of Section-17B of the Industrial Dispute Act, 1947.

In this case appellant was engaged by the respondent with effect from 01.08.1994 for doing the work of clerical nature on consolidated salary of Rs. 1,000/- per month and he continued his service till 29.09.1996. Labour Court passed an award for reinstatement of the appellant without back wages, holding that he worked for more than 240 days in a calendar year preceding the termination of his service and that his service was terminated with effect from 30.09.1996 without complying with the mandatory provisions contained in Section 25F of the Act. In this case Section 25F of the Act has been dealt in details. In this case it has been stated that ".....termination for any reason whatsoever" are the key words. Whatsoever the reason, every termination spells retrenchment. So the sole question is, has the employee's service been terminated. Verbal apparel apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master or the running out of the stipulated term. To protect the weak against the strong, this policy of comprehensive definition has been effectuated. Termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. May be, the present may be a hard case, but we can visualize abuses by employers, by suitable verbal devices, circumventing the armour of Section 25F and Section 2(o). Without speculating on possibilities, we may agree but "retrenchment" is no longer terra incognita but area covered by an expansive definition. In para-19 it has been stated that Section 25F couched in negative form. It imposes a restriction of the employer's right to retrench a workman and lays down that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched until he has been given one month's notice in writing etc. In para-20 it has been held that provision of section 25F (a) and (b) are mandatory.

Next decision is of Hon'ble Supreme Court of India in Umralla Gram Panchayat Vs The Secretary, Municipal Employees Union & Ors. In this case workmen of panchayat, some of whom are now deceased and are being represented by their legal heirs, were appointed to the post of safai kamdars and have served for many years. They were considered as daily wage workers and were not being paid benefits such as pay and allowances, etc as are being paid to the permanent safai kamdars of panchayat. In this case Labour Court by its award held the workmen are to be made permanent employees as safai kamdar in the panchayat. The Labour Court has further directed the panchayat that the workmen should be paid wages, allowances and other monetary benefits as well and they legally entitled to. In this case award was upheld by Hon'ble High court. In this case it was found that it is a admitted fact that the work which was being done by the concerned workmen was the same as that of permanent workmen of the appellant panchayat. They have also been working for similar number of hour, however, the discrepancy in the payment of wages/salary between the permanent and the non-permanent workmen is alarming and the same has to be construed as being an unfair labour practice. Further it has been stated that Section 25T of the I.D.Act clearly stated that unfair labour practice should not be encouraged and the same should be discontinued. In the case direction was given to panchayat for treating the service of concerned workmen in permanent employment after five years of their initial appointment as daily wage workmen till they attain the age of superannuation and further direction was given to pay the regular pay-scale as per the revised pay scale fixed to the post of permanent safai kamdars for total period of 15 years to the concerned workmen and the legal representative of the deceased workmen.

Next decision is also web copy of the Hon'ble Supreme Court of India, in ONGC Ltd. Vs Petroleum Coal Labour Union and Ors on 17th April, 2015 also reported in 2015 II LLJ 257 (SC). In this case it was held that in award of non regularisation of the concerned workmen in the dispute is not justified and directed the corporation to regularise the services of concerned workmen. Corporation challenged the award in writ petition in which it was held that concerned workmen are all victim of unfair labour practice having been employed by the corporation for several years on temporary basis even though they were not appointed by following the procedure laid down by corporation for recruitment to such posts, they were entitled for regularization and that their appointment cannot be stated to be illegal. In Division Bench it was held that appointment of concerned workmen cannot be termed as illegal appointment, but only as irregular appointment and therefore, they were entitled for regularization in their service having been employed on temporary basis and completed for more than 240 days in the calendar year subsequent 13.02.1988. It was found that dispute was properly adjudicated and in accordance with law and the judgement and order of both Learned Single Judge and Division Bench in favour of concerned workmen was found legal and valid and the appeal of management is dismissed by the Apex Court.

Similar view was adopted in Tamilnadu Terminated Full Time Temporary LIC Employees Association Vs Life Insurance Corporation of India and Others reported in 2015 II LLJ 335 (SC). In which award of CGIT was restored and corporation was directed to absorb the workmen in permanent post with consequential benefits to be paid if workmen attained superannuation.

37. In Bipartite Settlement between certain banking Companies. represented by Indian Bank's Association and their workmen between (1966 to 1979) has been filed in chapter-XX combined designations have been given in para

20.6 it has been mentioned that subject to a bank's recruitment rules if any, part-time employees will be given preference for filling of full time vacancies other things being equal.

The memorandum of settlement dated- 28th November, 1997 between Management of 56 Banks as represented by the Indian Bank's Association and their workmen as represented by the All India Bank Employees' Association, National Confederation of Bank Employees, Bank Employees Federation of India, Indian National Bank Employees' Federation and National Organisation of Bank workers has also been demonstrated in which part time employees have been stated and it has been stated that now it is hereby agreed and declared by and between the parties here to under, part time employees who are members of subordinate staffs and whose normal working hour per week are as given below shall be paid consolidated wages as under, which is Rs. 130/- per month to Rs. 440/- per month according to working hour upto 3 hours to less then 6 hours.

There is also memorandum of settlement dated-27th April, 2010 between the Indian Bank's Association and their workmen in which terms of reference has been mentioned and in clause-21 about part time employees it has been mentioned that in substitution of clause-21 of the Bipartite Settlement dated 2nd June, 2005 with effect from Ist November 2007, Part-Time employees who are members of the subordinate staff on consolidated wages and whose normal working hours, per week are 'upto 3 hours' and 'more than 3 hours but less than 6 hours" shall be paid one third scale wages w.e.f Ist May 2010. From Ist November 2007 to 30th April 2010, they shall be paid consolidated wages Rs. 1030/-P.M to Rs. 1140/-P.M according to working 3 hours and morethan 3 hours less than 6 hours.

The settlement is binding on the management as such management has to pay 1/3rd scale wages w.e.f 1st May 2010 and management cannot deny this settlement. Book of NIT Award for Regional Rural Banks has been filed and it has been demonstrated in clause-4.138. that Central Government, State Government and like wise all public sector undertakings are expected to function like model and enlightened employers and arguments such as those which were advanced before us that the principle of equal pay for equal work is an abstract doctrine which cannot be enforced in a court of law should illcome from the mouth of the State and State undertakings."

In clause- 4.142 it has been mentioned that "Whether appointments are for temporary period and the schemes are temporary in nature is irrelevant once it is shown that the nature of the duties and functions discharged and the work done is similar and the doctrine of ' Equal Pay for Equal work' is attracted.

In clause- 4.408 it has been mentioned that the learned judge therefore, directed Union of India and others respondent to pay the wages to the workmen who are employees as casual labour belonging to several categories of employees in postal and telegraph department at the rates equivalent to the minimum pay in the payscales of the regularly employed workers in the correspondence cadres.

In clause-4.418 is in regard to appointment of a National Industrial Tribunal to decide the question relating to pay, salary, other allowances and other benefits pay scale to employees of the Regional Rural Banks and dispute was referred to the tribunal for its decision between " Dispute relating to pay, salary, other allowances and other benefits payable to the employees of the Regional Rural Banks in terms of the pleadings of the parties.

In clause- 4.425 it has been mentioned that " I think it would be proper, just and reasonable, if I directed that award shall be given w.e.f. 1st day of Septemebr, 1987, the date on which the Supreme Court passed the order directing the Cenrtal Government to constitute the Tribunal.

Apart from NIT Award bank has entered into Bipartite Settlement to pay 1/3rd of pay scale to part time employees.

In this case management had completely failed to challenge the validity of the claim of the workmen, on the other hand, workmen have completely succeeded to prove and establish their cases not only on the facts, pleadings on evidence but on law point also.

38. All the workmen in I.D. Case No.- 01 (C) of 2013 to 25 (C) of 2013 hav completely succeeded to prove their cases beyond reasonable doubt so they are entitled to be reinstated from 31.12.2011 the date on which they were terminated. Accordingly I hold that the action of the Madhya Bihar Gramin Bank, management in terminating the services of the above all workmen is neither legal nor justified. They will be reinstated with full back wages from the date of termination to the date of reinstatement. Since all the workmen were part time sweepers so the performed the duties as permanent regular employees, so management is directed to regularise their services w.e.f completion of their service of 240 days in one calendar year from the dates they were working respectively in the cases of workmen. All the workmen are entitled to get 1/3rd pay scale of full time sub-ordinate staff. Management is directed to pay to all the workmen 1/3rd scale of full time subordinate staff in terms of the Industry leval 9th Bipartite settlement as stated earlier. Since there was unfair labour practice on the part of the management so management will have to pay Rs. 10,000/- to each workmen as cost of litigation and this is the award in all the cases accordingly. The manangement is directed to implement the award within 30 days from the date of publication of the award.

This is my award accordingly.

Dictated & Corrected by me.

BIPIN DUTTA PATHAK, Presiding Officer

नई दिल्ली, 26 जुलाई, 2016

का.आ. 1615.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अगस्त, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-V और VI [धारा-76 की उप धारा (1) और धारा -77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध महाराष्ट्र राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

| क्रम संख्या | जिले का नाम | क्रम संख्या | जिले का नाम |
|-------------|-------------|-------------|-------------|
| 1. | ठाणे | 11. | अमरावती |
| 2. | रायगढ़ | 12. | वर्धा |
| 3. | पलघर | 13. | गोंदिया |
| 4. | पुणे | 14. | अकोला |
| 5. | सोलापुर | 15. | चंद्रपुर |
| 6. | कोल्हापुर | 16. | बुलढाणा |
| 7. | सतारा | 17. | औरंगाबाद |
| 8. | सांगली | 18. | नांदेड़ |
| 9. | नासिक | 19. | धुले (धुळे) |
| 10. | नागपुर | 20. | जलगांव |

[सं. एस-38013/31/2016-एस.एस.-1]

अजय मलिक, अवर सचिव

New Delhi, the 26th July, 2016

S.O. 1615.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2016, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following entire districts (including already implemented areas) in the State of Maharashtra, namely:—

| Sl.No. | Name of District | Sl.No. | Name of District |
|--------|------------------|--------|------------------|
| 1. | Thane | 11. | Amravati |
| 2. | Raigad | 12. | Wardha |
| 3. | Palghar | 13. | Gondia |
| 4. | Pune | 14. | Akola |
| 5. | Solapur | 15. | Chandrapur |
| 6. | Kolhapur | 16. | Buldhana |
| 7. | Satara | 17. | Aurangabad |
| 8. | Sangli | 18. | Nanded |
| 9. | Nashik | 19. | Dhule |
| 10. | Nagpur | 20. | Jalgaon |

[No. S-38013/31/2016-S.S.-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 26 जुलाई, 2016

का.आ. 1616.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अगस्त, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा -77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध उत्तराखण्ड राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

“नैनीताल एवं देहरादून जिले में आने वाले सभी राजस्व ग्राम एवं क्षेत्र [उन क्षेत्रों के अतिरिक्त जहां पर क.रा. बी. अधिनियम की धारा 1(3) के अन्तर्गत कर्मचारी राज्य बीमा योजना पहले ही प्रवृत्त की जा चुकी हो]।”

[सं. एस-38013/32/2016-एस.एस.-1]

अजय मलिक, अवर सचिव

New Delhi, the 26th July, 2016

S.O. 1616.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2016, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following entire districts (including already implemented areas) in the State of Uttarakhand namely:—

“All the Revenue Villages and Areas under Nainital and Dehradun Districts [Excluding areas where ESI Scheme have been brought into force under Section 1(3) of ESI Act, 1948].”

[No. S-38013/32/2016-S.S.-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 26 जुलाई, 2016

का.आ. 1617.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अगस्त, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-IV (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय- V और VI [धारा-76 की उप धारा (1) और धारा -77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध तेलंगाना राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

| क्रम संख्या | जिले का नाम |
|-------------|-------------|
| 1. | नलगोंडा |
| 2. | वारंगल |
| 3. | करीमनगर |

[सं. एस-38013/33/2016-एस.एस.-1]

अजय मलिक, अवर सचिव

New Delhi, the 26th July, 2016

S.O. 1617.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2016, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following entire districts (including already implemented areas) in the State of Telangana, namely:—

| Sr. No. | Name of the District |
|---------|----------------------|
| 1. | Nalgonda |
| 2. | Warangal |
| 3. | Karimnagar |

[No. S-38013/33/2016-S.S.-I]

AJAY MALIK, Under Secy.